



**CITY OF CORNING  
CITY COUNCIL AGENDA**

**TUESDAY, APRIL 24, 2012  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

**A. CALL TO ORDER: 7:30 p.m.**

**B. ROLL CALL:**

**Council:**

**Toni Parkins  
John Leach  
Darlene Dickison  
Dave Linnet  
Gary Strack**

**Mayor:**

**C. PLEDGE OF ALLEGIANCE: Led by the City Manager.**

**D. INVOCATION: Led by Councilman John Leach.**

Persons of no religious persuasion will not be expected in any manner to stand or to participate other than to remain quiet out of respect for those who do choose to participate.

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**

- 1. Proclamation: May 16, 2012, Tehama County Peace Officer's Memorial Day.** Tehama County Sheriff's Deputy Bobby McMichael, Peace Officers Association President and Tehama County Sheriff's Department Deputy will be present to accept the Proclamation.

**F. BUSINESS FROM THE FLOOR:** If there is anyone in the audience wishing to speak on items not already set on the Agenda, please come to the podium, and briefly identify the matter you wish to have placed on the Agenda. The Council will then determine if such matter will be placed on the Agenda for this meeting, scheduled for a subsequent meeting, or recommend other appropriate action. If the matter is placed on tonight's Agenda, you will have the opportunity later in the meeting to return to the podium to discuss the issue. The law prohibits the Council from taking formal action on the issue, however, unless it is placed on the Agenda for a later meeting so that interested members of the public will have a chance to appear and speak on the subject.

**G. CONSENT AGENDA:** It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience requests separate discussion and/or action.

- 2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 3. Waive the reading and approve the Minutes of the April 10, 2012 City Council Meeting with any necessary corrections:**
- 4. April 18, 2012 Claim Warrant - \$245,456.19.**
- 5. April 18, 2012 Business License Report.**
- 6. Approve \$300 fee for rental of portable toilets for use at the EAA Young Eagles Fly Day at the Corning Municipal Airport on May 19, 2012.**
- 7. March 2012 Treasurer's Report**

**H. ITEMS REMOVED FROM THE CONSENT AGENDA:**

**I. PUBLIC HEARINGS AND MEETINGS:**

**J. REGULAR AGENDA:**

8. Approve Memorandum of Understanding and Sideletter to continue furloughs through December 31, 2012 between the City and the Miscellaneous Unit.
9. Adopt Resolution 04-24-2012-01 accepting Dedication of Property from the John Hancock Life Insurance Co. (U.S.A.) for Phase 2 of the South Avenue Interchange Project.
10. Approve the purchase and installation of playground equipment from National Playground Compliance Group and the purchase and installation of a gazebo/shade shelter and rubber bark from NSP3.
11. Approve payment of Progress Pay Estimate No. 8 in the amount of \$85,187.95 to Trent Construction, accept the Notice of Completion for the Clark Park Municipal Water Well Project, and authorized the release of project retention funds in the amount of \$61,333.78 following the required 35-day waiting period.

**K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**

**L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:**

- M. REPORTS FROM MAYOR AND COUNCIL MEMBERS:** City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

**Parkins:**

**Leach:**

**Dickison:**

**Linnet:**

**Strack:**

**N. ADJOURNMENT!:**

**POSTED: THURSDAY, APRIL 19, 2012**

**PROCLAMATION**  
**MAY 16, 2012**  
**TEHAMA COUNTY PEACE OFFICERS'**  
**MEMORIAL DAY**

**WHEREAS**, of all the promises America offers, none is more precious or more elusive than the right to be free from crime and violence; and

**WHEREAS**, the dedicated men and women who have chosen Law Enforcement as a career face extraordinary risk and danger in preserving our freedom and security; and

**WHEREAS**, in conjunction with the observance of National Peace Officer Week and California Peace Officers' Memorial Day, May 16, 2012 will be observed as Tehama County Peace Officers' Memorial Day in commemoration of those noble Officers who have tragically sacrificed their lives in the line of duty; and

**WHEREAS**, this special observance will provide all Citizens of Tehama County the opportunity to appreciate the heroic men and women who have dedicated their lives to preserving public safety.

**NOW, THEREFORE I**, Gary R. Strack, as Mayor of the City of Corning do hereby proclaim, in conjunction with National Police Officer Week and California Peace Officers' Memorial Day, **Wednesday, May 16, 2012** to be observed in the City of Corning as: **TEHAMA COUNTY PEACE OFFICERS' MEMORIAL DAY**.

**I DO FURTHER PROCLAIM** that the City Hall and Transportation Center flags will be flown at half-staff on this day in honor of all Peace Officers killed in the line of duty, and that this Proclamation will be posted at the Corning Police Department for all to see.

**IN WITNESS WHEREOF, I have hereunto  
set my hand and caused the Great Seal of  
the City of Corning to be affixed this 24th  
day of April 2012.**

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**Gary R. Strack, Mayor**



**CITY OF CORNING  
CITY COUNCIL MINUTES  
TUESDAY, APRIL 10, 2012  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

**A. CALL TO ORDER: 7:30 p.m.**

**B. ROLL CALL:**

**Council:**

**Toni Parkins  
John Leach  
Darlene Dickison  
Dave Linnet  
Gary Strack**

**Mayor:**

All members of the City Council were present.

**C. PLEDGE OF ALLEGIANCE: Led by the City Manager.**

**D. INVOCATION: Led by Mayor Strack.**

Persons of no religious persuasion will not be expected in any manner to stand or to participate other than to remain quiet out of respect for those who do choose to participate.

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**

1. **Proclamation – April 2012 Child Abuse Prevention Month.** LaVonne Fawver, Coordinator, Tehama County Child Abuse Prevention Council and Delores May of the Corning Exchange Club were both present to accept Proclamations. Ms. Fawver thanked the City for the continued participation and support of their events over the years. She also stated that Tehama County was the first County in California to do the Blue Ribbon Tree Campaign.

2. **Proclamation – April 2012 Sexual Assault Awareness Month.** Michelle Bouma, Outreach Councilor from Rape Crisis Intervention & Prevention Program was present to accept the Proclamation. Ms. Bouma thanked the City Council for their continued support and announced that April 25<sup>th</sup> is Denim Day this year, and on April 30<sup>th</sup> a “Shine the Light” event will be held in Chico from 6-9 p.m.

3. **Presentation of Business and Employer of the Month Awards:**

**BUSINESS OF THE MONTH:  
Burger King**

**EMPLOYER OF THE MONTH:  
Safeway**

Present to accept the award for Burger King was Manager Ryan Day, and for Safeway was Head Clerk Jeff Crossman. Councilman Linnet presented each their awards for the month of April.

**F. BUSINESS FROM THE FLOOR: None.**

**G. CONSENT AGENDA: It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience requests separate discussion and/or action.**

4. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**

5. **Waive the reading and approve the Minutes of the March 27, 2012 meeting with any necessary corrections:**

6. **April 4, 2012 Claim Warrant - \$292,260.85.**
7. **April 4, 2012 Business License Report.**
8. **March 2012 Wages and Salaries - \$315,020.81.**
9. **March 2012 Building Permit Valuation Report - \$187,760.11.**
10. **City of Corning Wastewater Operations Summary Report – March 2012.**
11. **Approve construction of a flagpole and “Pledge of Allegiance” monument sponsored by the VFW and Corning Exchange Club at the Corning Senior Center, and authorize City Staff to assist with the proposed construction.**
12. **Approve City recommendation of Patrick Walker to replace John Brewer as the City’s representative on the Tehama County Integrated Waste Management Task Force.**

Linda Lima Daniels, Senior Center Manager announced that April is Volunteer Appreciation Month and the Corning Senior Center will be hosting a banquet in honor of all of the many Volunteers that help support the Center on April 27<sup>th</sup>. She invited everyone to attend and stated that hopefully the flag pole will be up. She further stated that the Corning High School Interact Club members will be present and are willing to assist in getting the flag pole installed. James Darrow stated they would like to have the flag pole and monument in place at the Senior Center if possible in time for the Volunteer Luncheon on April 27<sup>th</sup>.

Councilor Leach moved to approve Consent Items 4-12 and Councilor Parkins seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed/Abstain/Absent: None. Motion was approved by a 5-0 vote.**

**H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.**

**I. PUBLIC HEARINGS AND MEETINGS: None.**

**J. REGULAR AGENDA:**

13. **Approval of a Contract Addendum with Geo Plus, Inc. for providing professional services in assessment of the City’s inactive Petro Water Well “A”, complete long term test pumping and coordinate monitoring of other area wells with Regional Water Quality Control Board.**

Mayor Strack introduced this item by title and City Manager/Public Works Director John Brewer explained the project and briefed the Council on the results of the required tests completed to date. He explained that Mr. Bergman of Geo Plus (present at tonight’s meeting), proposes to do a 2-week test following discussions with the Regional Water Quality Control Board.

Mayor Strack and City Engineer Ed Anderson presented the history on the well acquisition and the determined cause of the contamination. Mr. Anderson explained that the well, although never testing positive for contamination, had been taken off line by the City to prevent the well from drawing in the contamination.

Mayor Strack stated that we currently don’t know the state of the pump or casing on the well, and discussed whether there was a possibility of recouping from TA (Travel Centers of America) some, if not all of the costs associated with bringing this well back online.

Councilor Leach stated he had discussed his concerns with City Manager John Brewer regarding funding related to this prior to the meeting.

Councilor Parkins moved to approve the Contract Addendum with Geo-Plus Inc. for the long term pumping test for the Petro Well as described in the addendum dated March 21, 2012, and authorize the City Manager to sign the document with Geo-Plus Inc. to initiate the work. Councilor Dickison seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed/Abstain/Absent: None. Motion was approved by a 5-0 vote.**

**14. Staff seeks authorization to begin lien process on 19 properties for collection on delinquent water and/or sewer service accounts in the amount of \$10,259.91.**

Mayor Strack introduced this item by title. City Clerk Lisa Linnet stated that notices had not yet been sent out, if approved tonight, notices will go out tomorrow or within this week. She further informed the Council that within the last two weeks the City has collected approximately \$1,500 from two properties previously liened in 2010. She explained because many of the properties formerly liened were in foreclosure, the City doesn't collect on the liens until the properties sell. Had the City opted to use a Collection Agency rather than the lien process, half of the funds collected would have been paid to the Collection Agency.

Councilor Leach moved to authorize the City Clerk to serve notification to the 19 property owners listed on Exhibit "A" of the City's intent to lien for collection of delinquent water and/or sewer service accounts in the combined total amount of \$10,259.91. Councilor Linnet seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed/Abstain/Absent: None. Motion was approved by a 5-0 vote.**

**15. Approval of City Manager's residency outside City Limits.**

Mayor Strack introduced this item by title and explained that the Corning Municipal Code does not require residency by the City Manager at the time of appointment, but does require it with 180 days of work reporting date unless the City Council approves residency outside the City.

Councilor Dickison moved to approve John Brewer maintaining his primary residence within the County of Tehama and outside of the City Limits of the City of Corning while serving as the Corning City Manager. Councilor Parkins seconded the motion. **Ayes: Strack, Parkins, Leach and Dickison. Opposed: Linnet. Abstain/Absent: None. Motion was approved by a 4-1 vote with Linnet opposing.**

Councilor Linnet stated that he liked John and believes he will make a great City Manager but is opposed to that money going out of the City.

**K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR: None.**

**L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None.**

**M. REPORTS FROM MAYOR AND COUNCIL MEMBERS:** City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

**Parkins:** None.

**Leach:** Reported on attendance at the Branding Meeting on Thursday.

**Dickison:** Reported there would be no LAFCO meeting tomorrow and announced she would be attending the County Historical Preservation Meeting on April 25th.

**Linnet:** Announced there were a few more sites with graffiti and shopping carts.

**Strack:** None.

**N. ADJOURNMENT!: 8:00 p.m.**

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**Lisa M. Linnet, City Clerk**



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING ASSISTANT

**DATE:** April 18, 2012

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday, April 24, 2012 Council Meeting

**PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:**

<b>A.</b>	<b>Cash Disbursements</b>	<b>Ending 04-11-12</b>	<b>\$186,627.53</b>
<b>B.</b>	<b>Cash Disbursements</b>	<b>Ending 04-13-12</b>	<b>\$5,963.18</b>
<b>C.</b>	<b>Cash Disbursements</b>	<b>Ending 04-18-12</b>	<b>\$11,399.38</b>
<b>D.</b>	<b>Payroll Disbursements</b>	<b>Ending 04-17-12</b>	<b>\$41,466.10</b>

**GRAND TOTAL**      **\$ 245,456.19**

REPORT.: Apr 11 12 Wednesday  
 RUN....: Apr 11 12 Time: 11:43  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 04-12 Bank Account.: 1020

PAGE: 001  
 ID #: PY-DP  
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
014238	04/10/12	M&S00	M & S WESLEY TREE SERVICE	25500.00	.00	25500.00	040612	TREE PRUNING-STR PROJECTS
014239	04/11/12	AIR00	AIRGAS NCN	57.47	.00	57.47	102806139	MAT & SUPPLIES-FIRE
014240	04/11/12	ARA02	ARAMARK UNIFORM SRV.INC.	41.89	.00	41.89	1528351	MAT & SUPPLIES-BLD MAINT
				41.89	.00	41.89	1538827	MAT & SUPPLIES-BLD MAINT
				41.89	.00	41.89	1548797	MAT & SUPPLIES-BLD MAINT
				41.89	.00	41.89	1558985	MAT & SUPPLIES-BLD MAINT
				41.89	.00	41.89	1568955	MAT & SUPPLIES-BLD MAINT
			Check Total.....:	209.45	.00	209.45		
014241	04/11/12	BAS01	BASIC LABORATORY, INC	603.00	.00	603.00	1202984	ProfServices Water Dept
				116.00	.00	116.00	1203063	ProfServices Water Dept
			Check Total.....:	719.00	.00	719.00		
014242	04/11/12	BEN04	BEN TOILET RENTALS, INC.	343.13	.00	343.13	250828	MAT & SUPPLIES-PARKS
014243	04/11/12	BLU04	BLUE BEACON INTERNATIONAL	50.00	.00	50.00	1193080	VH/OP MAINT-
014244	04/11/12	BUT04	BUTTE CTY CREDIT BUREAU	28.00	.00	28.00	11649	PROF SVCS-POLICE
014245	04/11/12	COR12	CORNING FORD MERCURY, INC	153.45	.00	153.45	152091	VEH/OP MAINT-POLICE
014246	04/11/12	DEP12	DEPT OF JUSTICE	283.00	.00	283.00	900702	PROF SVCS-POLICE
014247	04/11/12	GRA02	GRAINGER, W.W., INC	61.89	.00	61.89	979201972	MAT & SUPPLIES-BLD MAINT
014248	04/11/12	KEL01	KELLY MOORE PAINTS	242.44	.00	242.44	203000001	BLD MAINT-FIRE
				1018.40	.00	1018.40	210000002	BLD MAINT-FIRE
			Check Total.....:	1260.84	.00	1260.84		
014249	04/11/12	KOE01	KOEFRAN	250.00	.00	250.00	630446	PROF SVCS-ACO
014250	04/11/12	PGE03	PG&E	16.42	.00	16.42	120401	Mat/Supplies PoliceServic
014251	04/11/12	PGE04	PG&E	375.64	.00	375.64	120330	TranspFacility-
014252	04/11/12	PGE05	PG&E	913.88	.00	913.88	120330	FIRE-ELECT & GAS
014253	04/11/12	PGE2A	PG&E	56.58	.00	56.58	120330	ELECT-MARTINI PLAZA
				31.42	.00	31.42	120401	ELECT-CLELAND PROP
			Check Total.....:	88.00	.00	88.00		
014254	04/11/12	RED07	REDDING OIL COMPANY	532.93	.00	532.93	26507	VEH/OP MAINT-

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CITY OF CORNING  
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
014255	04/11/12	REY01	REYNOLDS, DONALD C.P.A	200.00	.00	200.00	24406	PROF SVCS-FINANCE
				2570.00	.00	2570.00	24456	PROF SVCS-FINANCE
Check Total.....:				2770.00	.00	2770.00		
014256	04/11/12	SCH01	LES SCHWAB TIRE CENTER	164.88	.00	164.88	611001980	VEH/OP MAINT-POLICE
014257	04/11/12	SUB01	SUBURBAN PROPANE	1283.41	.00	1283.41	160103	PROPANE-AIRPORT
014258	04/11/12	SWW00	SWWC SERVICES, INC.	47784.17	.00	47784.17	100001244	PROF SVCS-
				52084.76	.00	52084.76	100002406	PROF SVCS-
				49217.70	.00	49217.70	100003067	PROF SVCS-
				249.00	.00	249.00	100003088	PROF SVCS-WWTP
Check Total.....:				149335.63	.00	149335.63		
014259	04/11/12	TRI02	TRI-COUNTY NEWSPAPERS	208.23	.00	208.23	133657	MAT & SUPPLIES-PARKS
014260	04/11/12	UNI01	UNIGARD INSURANCE COMP.	522.00	.00	522.00	120409	Gen.Insurance General Cit
014261	04/11/12	UNI14	UNITED LABORATORIES	143.73	.00	143.73	08587	NUISANCE ABATEMENT-ACO
014262	04/11/12	USA01	USA BLUE BOOK	751.46	.00	751.46	639076	MAT & SUPPLIES-WTR
014263	04/11/12	WAS01	WASTE MANAGEMENT OF	522.59	.00	522.59	115576005	NUISANCE ABATEMENT-ACO
				82.50	.00	82.50	115576105	NUISANCE ABATEMENT-ACO
Check Total.....:				605.09	.00	605.09		
Cash Account Total.....:				186627.53	.00	186627.53		
Total Disbursements.....:				186627.53	.00	186627.53		

REPORT.: Apr 13 12 Friday  
 RUN....: Apr 13 12 Time: 16:10  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 04-12 Bank Account.: 1020

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
014264	04/13/12	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	1203277	ProfServices Water Dept
014265	04/13/12	CAL35	CALIFORNIA BUILDING STAND	36.00	.00	36.00	12-0411	SB 1473-BLD & SAFETY
014266	04/13/12	CAR12	CARREL'S OFFICE MACHINES	2.78	.00	2.78	108024	MAT & SUPPLIES-LIBRARY
014267	04/13/12	COM01	COMPUTER LOGISTICS, INC	42.90	.00	42.90	55689	COMMUNICATIONS-POLICE
014268	04/13/12	DOD01	JAMES DODGE	1046.00	.00	1046.00	120419	ADVANCED DISABILITY PENSI
014269	04/13/12	NOR31	NORM'S PRINTING	375.59	.00	375.59	011050	PRINTING/ADV-POLICE
				61.67	.00	61.67	011142	PRINTING/ADV-POLICE
Check Total.....:				437.26	.00	437.26		
014270	04/13/12	PAT02	PATTERSON ELECTRIC, INC.	65.00	.00	65.00	2686	MAT & SUPPLIES-STR
				101.32	.00	101.32	2687	MAT & SUPPLIES-BLD MAINT
Check Total.....:				166.32	.00	166.32		
014271	04/13/12	QUI02	QUILL CORPORATION	64.34	.00	64.34	2328931	OFFICE SUPPLIES-CITY ADMI
014272	04/13/12	SCH01	LES SCHWAB TIRE CENTER	12.50	.00	12.50	611000156	MAT & SUPPLIES-PARKS
				357.95	.00	357.95	611000157	VEH/OP MAINT-POLICE
				670.90	.00	670.90	611000159	VEH/OP MAINT-POLICE
				1044.76	.00	1044.76	611000204	VEH/OP MAINT-ACO
				374.74	.00	374.74	611001735	K-9 PROGRAM-POLICE
Check Total.....:				2460.85	.00	2460.85		
014273	04/13/12	SWR01	SWRCB/AFRS	1359.00	.00	1359.00	SW-004984	Annual Permit WWTP
014274	04/13/12	UNI02	UNIFORMS, TUXEDOS & MORE	118.27	.00	118.27	113501	UNIFORMS/CLOTH-POLICE
014275	04/13/12	UNI14	UNITED LABORATORIES	143.46	.00	143.46	08588	MAT & SUPPLIES-STR
Cash Account Total.....:				5963.18	.00	5963.18		
Total Disbursements.....:				5963.18	.00	5963.18		

REPORT.: Apr 18 12 Wednesday  
 RUN....: Apr 18 12 Time: 11:35  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 04-12 Bank Account.: 1020

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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
014276	04/16/12	ACC00	ACCESS INFORMATION	84.00	.00	84.00	N114683	EQUIP MAINT - GEN CITY
014277	04/16/12	ACT02	ACTION SPORT DEVELOPMENT,	3639.00	.00	3639.00	616	PROP 84 PARK
				-3639.00	.00	-3639.00	616u	Ck# 014277 Reversed
			Check Total.....:	.00	.00	.00		
014278	04/16/12	GRA02	GRAINGER, W.W., INC	148.93	.00	148.93	979886855	MAT & SUPPLIES - BLDG MAI
				42.49	.00	42.49	979886856	VEH/OP MAINT-FIRE
			Check Total.....:	191.42	.00	191.42		
014279	04/16/12	MUN03	MUNNELL & SHERRILL, INC.	14.84	.00	14.84	005540	MAT & SUPPLIES
014280	04/16/12	QUI02	QUILL CORPORATION	35.70	.00	35.70	2438501	Office Supplies / FINANCE
014281	04/16/12	ACT02	ACTION SPORT DEVELOPMENT,	3457.05	.00	3457.05	616A	PROP 84 PARK
014282	04/17/12	FAI00	FAIRFIELD INN SUITES	624.00	.00	624.00	120416	TRAINING/ED - DISPATCH
014283	04/17/12	GRA02	GRAINGER, W.W., INC	44.22	.00	44.22	980059009	SENIOR CENTER - BLDG MAIN
014284	04/17/12	NOR14	NORTHWOOD BACKFLOW SERV	450.00	.00	450.00	12231	PROF SRVCS - WATER
014285	04/17/12	OFF01	OFFICE DEPOT	57.22	.00	57.22	604553086	Office Supplies PoliceDis
014286	04/17/12	WAR05	WARREN, DANA KARL	189.05	.00	189.05	120417	REC INSTRUCTOR - REC
014287	04/18/12	ATT13	AT&T	720.50	.00	720.50	120411	COMMUNICATIONS-
014288	04/18/12	CEB01	CEB	198.23	.00	198.23	09983643	BOOKS/PERIODICS-LGL SVCS
014289	04/18/12	CHE02	CHEM QUIP, INC.	22.68	.00	22.68	5145612	MAT & SUPPLIES-WTR
014290	04/18/12	COM06	COMCAST	13.19	.00	13.19	120409	COMMUNICATIONS-PW ADMIN
014291	04/18/12	DEP12	DEPT OF JUSTICE	105.00	.00	105.00	905414	PROF SVCS-POLICE
014292	04/18/12	KIM02	KIMBROUGH, STEPHEN JARRET	4500.00	.00	4500.00	120430	PROF SVCS-FINANCE
014293	04/18/12	KNI00	KNIFE RIVER CONSTRUCTION	692.28	.00	692.28	127514	MAT & SUPPLIES-STR
			Cash Account Total.....:	11399.38	.00	11399.38		
			Total Disbursements.....:	11399.38	.00	11399.38		
			Cash Account Total.....:	.00	.00	.00		

REPORT.: Apr 18 12 Wednesday  
 RUN....: Apr 18 12 Time: 11:35  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 04-12 Bank Account.: 1025

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
5443	04/17/12	BAN03	POLICE OFFICER ASSOC.	250.00	.00	250.00	B20416	POLICE OFFICER ASSOC
5444	04/17/12	CAL37	CALIFORNIA STATE DISBURSE	179.07	.00	179.07	B20416	WITHHOLDING ORDER
5445	04/17/12	EDD01	EMPLOYMENT DEVELOPMENT	3170.39	.00	3170.39	B20416	STATE INCOME TAX
				943.31	.00	943.31	1B20416	SDI
Check Total.....:				4113.70	.00	4113.70		
5446	04/17/12	ICM01	ICMA RETIREMENT TRUST-457	50.00	.00	50.00	B20416	ICMA DEF. COMP
5447	04/17/12	OEU03	OPERATING ENGINEERS	500.00	.00	500.00	B20416	CREDIT UNION SAVINGS
5448	04/17/12	PERS1	PUBLIC EMPLOYEES RETIRE	27644.98	.00	27644.98	B20416	PERS PAYROLL REMITTANCE
5449	04/17/12	PRE03	PREMIER WEST BANK	7682.20	.00	7682.20	B20416	HSA DEDUCTIBLE
5450	04/17/12	STA04	STATE OF CALIFORNIA	476.15	.00	476.15	B20416	WAGEASN 1107012628
5451	04/17/12	VAL06	VALIC	570.00	.00	570.00	B20416	AIG VALIC P TAX
Cash Account Total.....:				41466.10	.00	41466.10		
Total Disbursements.....:				41466.10	.00	41466.10		

Date.: Apr 18, 2012  
Time.: 11:49 am  
Run by: PALA CANTRELL

CITY OF CORNING  
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
List.: NEWB  
Group: WTFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
BAIRD ROOFING	11025 MIDWAY	CHICO, CA 95928	BAIRD	MICHAEL CONTRACTOR - ROOFING	04/09/12	(530)342-1631
WEST COAST HOODS/HVA	1378 FENMORE AVE	SANGER, CA 93657	GARCIA	JOSE CONTRACTOR	04/12/12	(559)876-1546

**ITEM NO. : G-6  
APPROVE \$300 FEE FOR RENTAL  
OF PORTABLE TOILETS FOR USE AT  
THE EAA YOUNG EAGLES FLY DAY  
AT THE CORNING MUNICIPAL  
AIRPORT ON MAY 19, 2012**

**TO: HONORABLE MAYOR AND COUCILMEMBERS  
OF THE CITY OF CORNING**

**FROM: JOHN L. BREWER, AICP; CITY MANAGER  
DAWN GRINE, PUBLIC WORKS ADMINISTRATIVE SECRETARY**



**SUMMARY:**

Staff received a request from Experimental Aircraft Aviation (EAA) Chairperson Barbara Boot for the City of Corning to provide portable toilets at the EEA Young Eagles annual Fly-Day to be held on May 19, 2012. Barbara has informed staff that the annual event has grown in participation.

Public Works Administrative Secretary Dawn Grine contacted Ben's Service, Orland, CA for a one-day rental fee estimate. The cost, including taxes, would be \$83.78 each for a single unit and \$175.58 for a handicap accessible unit. Barbara estimates that she will need a total of 4 units for a cost of \$426.92. Staff recommend the use of 3 regular units and 1 handicap unit.

Dawn also contacted Big Valley Sanitation, Redding, CA who happens to be running a special during the month of May in Tehama and Glenn Counties. All four Portable Toilets will be \$75 each for a total of \$300.

Funding for the portable toilets will be expended from Fiscal Year – 11/12, Budget line number 620-6150-3500 Materials & Supplies/Airport.

**RECOMMENDATION:**

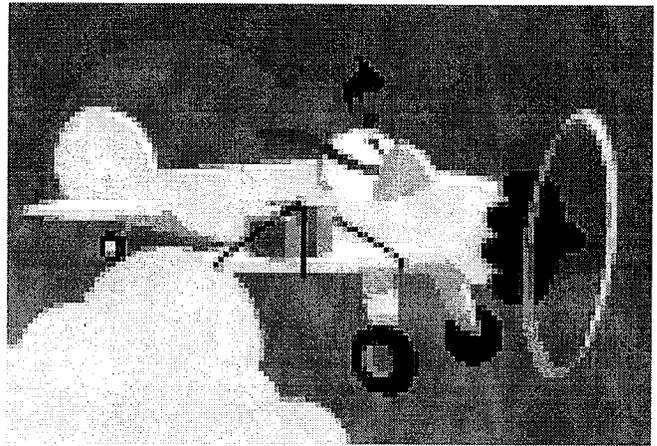
**Mayor and Council approve the \$300 fee for rental of portable toilets for use at the EAA Young Eagles Fly Day at the Corning Municipal Airport on May 19, 2012.**

Saturday— May 19, 2012 Corning Airport  
Pancake Breakfast at 8AM



TM

Kids Fly  
Free!!  
PMS 661 and 124



Pancakes and Young Eagles! Local pilots and members of EAA Chapter 1148 invite kids 8 to 17 to bring a parent or guardian & come for a Learn to Fly Day. Report to Corning Airport by 8AM for pancakes and to sign up for your Young Eagle ride offered from 9 to 1PM. Be prompt! See you there!

#### Highlights

- ◆ Pancake breakfast 8-11 AM
- ◆ Learn about how airplanes fly
- ◆ Check out the local airplanes on the field.!
- ◆ Fly for free!!
- ◆ Get your Young Eagle Certificate and photo with your pilot!

Call for more info:  
Barbara Boot  
530.824.5541



**CITY OF CORNING****MARCH 2012****TREASURERS REPORT**

<b>AGENCY</b>	<b>BALANCE</b>	<b>RATE</b>	<b>MATURES ON</b>
LOCAL AGENCY INVESTMENT FUND	1,265,345.56	.38	
PREMIER WEST BANK	199,835.13	.45	03/28/12
PREMIER WEST BANK	179,323.20	.45	04/20/12
RIDELL FUND	212,821.09		CD to Ridell Fund Dec 2011

Respectfully Submitted

Pala Cantrell  
City Treasurer

ITEM NO.: J-8  
APPROVE MEMORANDUM OF UNDERSTANDING  
AND SIDELETTER TO CONTINUE FURLOUGHS  
THROUGH DECEMBER 31, 2012 FOR THE  
MISCELLANEOUS UNIT.  
APRIL 24, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS  
FROM: JOHN L. BREWER, CITY MANAGER  
LISA M. LINNET, CITY CLERK



**SUMMARY:**

The City of Corning has reached agreement with the employees of the Corning Miscellaneous Unit as reflected in the attached Agreement, known under California Law as a "Memorandum of Understanding".

The Miscellaneous Unit shall receive no pay increases during the term of the agreement, and in a separate sideletter, the Association agreed to the continuation of the furloughs through December 31, 2012!

The City Council set the limits of the bargaining and agreed that the continuation of the terms of the furloughs would contain a clause promising no lay-offs. The Council has repeatedly expressed their appreciation to the City Employees for their commitment to reducing City costs by cutting pay by 10% during what is now called "The Great Recession".

**MEMORANDUM OF UNDERSTANDING:**

Here are the key elements of the proposed new Agreement:

1. **Term:** 1-Year Agreement (July 1, 2012 through June 30, 2013); and
2. **Longevity Incentive Pay:** Removes "Performance" requirement from Longevity Incentive Pay and changes Longevity Incentive Pay eligibility term to 2.5% after 10 years employment and 5% after 15 years employment not compounded with the 2.5%.
3. **Vacation:**
  - a. Effective March 1, 2013, Employees shall earn vacation with pay at the rate of one hundred twenty (120) hours per year after one (1) year and during the first seven years of employment.
  - b. Effective March 1, 2013, Employees shall earn vacation with pay at the rate of one hundred sixty (160) hours per year after completion of seven (7) years of City employment.
  - c. Effective March 1, 2013, Employees shall earn vacation with pay at the rate of two hundred (200) hours per year after fifteen (15) years of City employment.
  - d. Expands the maximum number of vacation hours employees may carry over or have in a vacation account at the start of each new calendar year from 120 to 150 hours.
  - e. Increases the limit employees may have in their vacation account from over 120 to 150 hours, vacation hours in excess of 150 will be paid out at the close of each calendar year.
4. **Compensatory Time in Lieu of Overtime (CTO):** CTO is time off (leave) given in lieu of paid overtime for public employees according to the Federal "Fair Labor Standards Act". Increase allowed annual maximum accrual from 100 to 150 hours, and increase maximum allowed CTO time that may be carried into the following year from 100 to 150 hours. All CTO in excess of 150 hours shall be paid.

5. **Callback compensation:** Effective December 1, 2012, callback compensation shall be increase from a two (2) hour minimum to a three (3) hour minimum.

**SIDE LETTER EXTENDING FURLOUGHS:**

The attached "Sideletter" mutually agreed-to this year restates the existing agreement from last year and extends the furloughs through December 31, 2012.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CORNING MISCELLANEOUS UNIT FOR JULY 1, 2012 THROUGH JUNE 30, 2013 AND APPROVE THE SIDELETTER CONTINUING FURLOUGHS THROUGH DECEMBER 31, 2012.**



# City of Corning

794 Third St. Corning, CA 96021 (530) 824-7020 Fax (530) 824-2489

**CONTINUATION OF SIDE LETTER OF AGREEMENT  
BETWEEN  
CITY OF CORNING  
AND  
MISCELLANEOUS UNIT  
Re: Furloughs  
March 14, 2012**

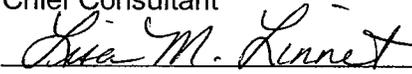
Furloughs began on October 4, 2009 and would have ended June 30, 2010. Prior to expiration the parties met and agreed to continue the furloughs through June 30, 2011. The parties met subsequently and agreed to continue the furloughs through June 30, 2012. This new side letter extends furloughs through December 31, 2012. The City and the Miscellaneous Unit agree to staff furloughs as follows:

1. All regular full-time members of the Miscellaneous Unit shall be furloughed eight (8) hours each pay period with a corresponding loss of pay.
2. Furloughs will continue beginning July 1, 2012 and run through December 31, 2012.
3. Should the City layoff any regular full time City employee, furloughs will be discontinued and hours and salaries will be adjusted back to their normal pre-furlough hours and salaries effective the start of the pay period closest to the date the lay off(s) actually occur; and Regular full time City employees who are actually laid off shall receive one month's severance pay at their normal pre-furlough rate.
4. City Hall and the Yard shall continue to be closed every other Friday concluding with the end of furlough days on December 31, 2012.
5. Miscellaneous Unit members work schedules shall consist of five (5), eight (8) hour days per week Monday through Friday alternating with four(4), eight (8) hour days Monday through Thursday for a total of seventy-two (72) hours worked during a pay period.
6. Overtime shall be paid after eight (8) hours in a day, or forty (40) hours in a workweek; or, after eight (8) hours in a day or thirty-two (32) hours in a workweek, dependent upon the workweek schedule.
7. The Community Services Officers workweek shall meet the needs of the Police Department and be based upon the schedule developed by the Police Chief.

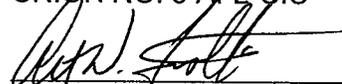
CITY OF CORNING

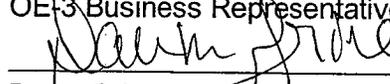
  
John Brewer  
City Manager

  
William May  
Chief Consultant

  
Lisa M. Linnet  
City Clerk

OPERATING ENGINEERS LOCAL  
UNION NO. 3 AFL-CIO

 4/5/2012  
Art Froli  
OEF3 Business Representative

  
Dawn Grine  
Employee Representative

  
Chris Demo  
Employee Representative

**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF CORNING**

**And**

**OPERATING ENGINEERS UNION LOCAL NO. 3**

**Of the**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS AFL-CIO**

**For**

**MISCELLANEOUS UNIT**

**Effective: July 1, 2012 - June 30, 2013**

**Ratified April 5, 2012**

**Approved by City Council: April 24, 2012**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into between **OPERATING ENGINEERS LOCAL UNION NO. 3**, of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as "Union", and the designated representatives of the **CITY OF CORNING**, hereinafter referred to as the "City", pursuant to the provisions of the Meyers-Miliias-Brown Act (Government Code Sections 3500, et seq.). This Memorandum of Understanding supersedes and replaces all previous Memorandum of Understanding between the parties.

## **ARTICLE 1 GENERAL PROVISIONS - DEFINITIONS**

1.1 A. **Employer**: The term "Employer", as used herein, shall refer to the City of Corning.

B. **Union**: The term "Union", as used herein, shall refer to the Operating Engineers Local No. 3 of the International Union of Operating Engineers, AFL-CIO.

C. **Employee**: The term "Employee", as used herein, shall mean all Employees of the Miscellaneous Unit as Employee Relations Policy of the City of Corning.

D. **Employee Anniversary Date**: The term "employment anniversary date", as used herein, shall mean the anniversary date of the employee's employment with the City.

E. **Step Anniversary Date**: The term "step anniversary date", as used herein, shall mean the date upon which an employee has finished serving the requisite amount of time in order to be eligible for a salary step increase. A new time period for such requisite service shall commence upon the occurrence of any of the following events: promotion; reclassification; implementation of a Memorandum of Understanding provision or Side Letter of Understanding specifying a movement into a new step or an increase in the rate paid for the step currently held by the employee.

## **ARTICLE 2 RECOGNITION**

2.1 The Employer hereby recognizes the Union as the only Organization entitled to meet and confer on matters within the scope of representation.

## **ARTICLE 3 HIRING PROVISIONS**

3.1 No Employee covered by this Memorandum of Understanding shall be discriminated against by the Employer, or by the Union, by reason of race, color, religion, sex, age or national origin.

3.2 The Employer shall not discharge, or otherwise discriminate against any Employee by reason of Union activities not interfering with the proper performance of his work.

## **ARTICLE 4 CHECK OFF**

4.1 The Employer agrees to deduct from the wages of its Employees, initiation fees and dues, and to transmit the monies so deducted to the Financial Secretary of the Union. An Employee desiring to have such deduction or deductions made shall sign a proper assignment form authorizing such deductions.

4.2 The employer agrees to deduct from the wages of its Employees, Operating Engineers Local Union No. 3 Credit Union deductions, and to transmit the monies so deducted to the Credit Union. An Employee desiring to have such a deduction or deductions made shall sign a proper assignment form authorizing such deduction.

4.3 Such deductions shall not be made more often than once per month.

## **ARTICLE 5 MANAGEMENT RIGHTS**

5.1 The Employer retains the exclusive right to manage the City. All the rights, powers, functions and authority of the Employer which it had prior to the time the Union became certified as representative of the Employees of the Employer and which are not limited or modified by specific provisions of the Memorandum are retained by the Employer. The Employer specifically retains the right to manage and supervise its Employees as follows:

(A) To hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge or take other disciplinary action against employees.

(B) To lay-off or demote Employees from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.

(C) To determine the policies, standards, procedures, methods, means and personnel by which City operations are to be conducted.

(D) To take whatever actions may be necessary to carry out the City in situations of emergency.

(E) To limit or prohibit the right of Employees in certain positions or classes of positions from forming, joining, or participating in employee organizations as provided in the California Government Code, and designating such employees in the current Schedule of Department and Authorized Positions adopted by resolution.

(F) Nothing in this policy shall be construed to interfere with the City's right to manage its operations in the most economical and efficient manner consistent with the best interests of all City citizens, taxpayers, and employees.

## **ARTICLE 6 UNION RIGHTS**

6.1 The Union recognizes its obligation to cooperate with the Employer to assure maximum service of the highest quality and efficiency to the citizens of the City of Corning consistent with its obligations to the Employees it represents.

6.2 Employer and Union affirm the principle that harmonious employer-employee relations are to be promoted and furthered. When a person is hired in any of the covered job classifications, the City shall notify that person that the Union is the certified representative for the Employees and shall notify the Union of such hiring.

6.3 The Employer shall provide the Union space to erect a bulletin board in each area where Employees covered by this Memorandum are assigned.

6.4 Business representatives of the Union shall have reasonable access to Employees, provided such access does not interfere with City business. Department heads and first-line supervisors will be notified by the Employer of the provisions of this Section. Solicitation for membership shall not be conducted during working time.

6.5 Business representatives of the Union shall have access to any Employee or Employees presenting a grievance; and Employees have the right to have the Union business representative represent the Employee at all stages of disciplinary action.

6.6 The Union may select one (1) Employee as Union Steward.

6.7 In addition to his regularly assigned work, the Union Steward shall be permitted reasonable time during working hours to notify the business representative of any violations of this Memorandum. Employees are authorized to contact their Union Steward during working hours to report a grievance or violation of this Memorandum.

## **ARTICLE 7 PEACEFUL PERFORMANCE**

7.1 The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the City Employees covered by this Memorandum of Understanding are essential to the public health, safety and general welfare of the residents of the City of Corning. The Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

7.2 In the event of any work stoppage during the term of this Memorandum of Understanding, whether by the Union or by any member of the bargaining unit, the Union, by its officers, shall immediately declare in writing and publicize that such action is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. If in the event of any work stoppage, the Union promptly and in good faith, performs the obligations of this paragraph, and providing the Union has not otherwise authorized, permitted or encouraged such work stoppage, the Union shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress including damages, as against any such employee.

## **ARTICLE 8 PAYMENTS**

8.1 This Memorandum is intended to cover all aspects of wages, hours, and working conditions for Employees covered herein; therefore, nothing in this Memorandum shall prevent the Employer from modifying any fringe benefits or benefit plans not specifically provided for in this Memorandum such as retirement plans, salary continuation plans, etc., subject to meet and confer.

8.2 If an Employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job classification, the Employer and the Union shall determine the wage rate through the established procedures.

8.3 Employees will be paid bi-weekly, no later than five (5) days following the end of the preceding payroll period. If the fifth day is a holiday, Employees will be paid on the preceding day.

## **ARTICLE 9 PREVAILING RIGHTS**

9.1 This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to Employees' wages, hours, and other terms and conditions of employment not covered in this Memorandum of Understanding shall remain the same, except as specifically mentioned in this Memorandum of Understanding; therefore, for the life of this Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this Memorandum of Understanding or which may have been omitted in the bargaining which led up to the execution of this Memorandum of Understanding, except by mutual agreement of the parties or as specifically mentioned in this Memorandum of Understanding.

## **ARTICLE 10 CLASSIFICATIONS AND WAGES**

10.1 For the period of this agreement, Employees will be paid in accordance with the monthly salary schedule and effective dates as shown in Exhibit "A". Employees will be eligible for step increases on their step anniversary date. Employees may advance to the next step in the pay schedule after satisfactory completion of the required time in the lower step. The time required between step A and B shall be (6) six months. Advancement from step B to C, C to D and D to E shall be (12) twelve months between each step.

10.2 At the time of employment placement in Step 1 through 5 of the salary range within each classification shall be determined by the City. The Employees agree to abide by the City's decision.

10.3 Employees will be eligible for **LONGEVITY INCENTIVE** pay under the following conditions:

(A) Qualifying employees will receive a **longevity incentive pay increase** to be added to their base rate as follows:

1. **2.5% after 10 years, effective first pay period after anniversary date.**
2. **5% after 15 years, effective first pay period after anniversary date, (not compounded with the 2.5%).**

## **ARTICLE 11 OUT OF CLASSIFICATION PAY**

11.1 A Public Works field employee who is assigned, by the Director of Public Works and with prior approval by the City Manager, to work out of Classification in a higher level Class for one (1) hour or more shall be paid at Step 1 of higher Salary rate of the assigned Classification, or 5% above the Employee's permanent pay step rate whichever is higher.

- (A) When assigned by the Director of Public Works and with prior approval by the City Manager, to work out of Classification as an Equipment Operator, a Maintenance Worker shall be paid for the operation of the following equipment: Backhoe, Loader, Motor Grader, Roller, Tree Pruning Tower, Paving Machine.
- (B) When a Maintenance Worker is assigned by the Director of Public Works and with prior approval by the City Manager, to work out of Classification as a "Journey Level Carpenter", the Employee shall be paid 5% above the Employee's permanent pay step rate.

11.2 Upon the recommendation of the Director of Public Works and prior approval by the City Manager, an Employee in the Classification of Public Works Maintenance Worker, Equipment Operator, and Equipment Mechanic/Maintenance Worker shall receive Specialty Pay in accordance with the following:

- (A) For holding a valid State of California Water Treatment Operator Grade I Certificate, the Employee shall receive Specialty Pay of 2 1/2% above their current pay step rate.
- (B) For holding a valid State of California Water Treatment Operator Grade II Certificate, the Employee shall receive Specialty Pay of 5% above their current pay step rate. This rate is not to be compounded for those employees holding a Water Treatment Operator Grade I Certificate. The maximum premium pay for both certificates is 5%.
- (C) For holding a valid State of California Certified Distribution Operator D-2 Certificate the Employee shall receive Specialty Pay of 5% above their current pay step rate.
- (D) An employee designated by the Public Works Director and approved by the City Manager, holding a valid State of California Herbicide and Pesticide Silver Card Certificate the Employees shall receive Specialty Pay of 2 1/2% above their current pay step rate.
- (E) An employee designated by the Public Works Director and approved by the City Manager, holding a valid State of California Herbicide and Pesticide Brown Card License, the Employees shall receive Specialty Pay of 5% above their current pay step rate. The maximum premium rate for holding both certificates is 5%.

11.3 An employee who is assigned the temporary duties of a superior position for fifteen (15) days or more by the City Manager and/or his/her designee shall receive premium pay of five percent (5%) above his/her present salary beginning on the sixteenth (16<sup>th</sup>) day and continuing for the length of such service.

11.4 **Bi-lingual Pay:** The City agrees to provide an additional two and one-half percent (2 1/2%) base pay for up to three employees for the incidental duties related to the assignment under the following conditions:

- (A) An employee must be certified as bi-lingual and assigned the duties by the City Manager.
- (B) The City Manager will establish standards for qualifying employees and for an ongoing review of skills. The City Manager will require that employees demonstrate the ability to converse in Spanish sufficient to serve the needs of the City.

- (C) The City Manager shall terminate the assignment if the ongoing use of the bi-lingual skills are no longer required and/or the employee fails to perform the duties at a skill level which meets the established standards.

## **ARTICLE 12 HEALTH AND WELFARE INSURANCE**

12.1 All Employees and their eligible dependents may participate in the Operating Engineers Public Employees' Health and Welfare Plan, with the City contributing to the cost of such plan up to \$1,134 per month towards the rate. The employee shall pay any remaining costs of insurance.

Future increases shall be divided equally between the City and the employee.

12.2 Employees who are not members of the Union are required to pay a service fee in the same amount as the monthly Union dues in order to participate in the Union's Health and Welfare Plan.

12.3 The City shall continue to pay the life insurance premium. Life Insurance for employees shall be seventy thousand dollars (\$70,000).

12.4 The City shall have the option of replacing the Operating Engineers Public Employees Health and Welfare Plan with a plan of the City's choosing. If the City exercises this option, the City shall maintain coverage that is comparable and substantially equivalent to that provided currently under the present plan.

12.5 A Health Plan Review Committee, consisting of one employee from each bargaining unit, will be established and coordinated by the City Manager, to review alternate health plans. A non-binding Committee Report will be made to the City and the Union. The committee will study both the health plan and the short-term disability and "cafeteria" plans.

Upon receipt of the committee's report, the City or the Union, upon the request of either, will meet and confer on the recommendations of the committee.

## **ARTICLE 13 WORKDAY AND WORKWEEK**

13.1 The regular workday shall be eight (8) hours, exclusive of mealtime. The regular workweek shall not exceed forty (40) hours per week on duty. Workweeks shall be scheduled by the Employer to provide for five (5) consecutive days on duty and two (2) consecutive days off duty. All time worked in excess of the regular workday or workweek shall be considered overtime. The City shall have the right to assign employees to five (5) consecutive days on duty, which includes Saturday and/or Sunday, provided that those days are part of the five (5) consecutive days on duty.

## **ARTICLE 14 OVERTIME**

14.1 Overtime shall be compensated therefore at the rate of time and one-half the Employee's regular pay rate, which will be paid in the same manner as other wages.

14.2 The Employee shall, on termination of employment, be entitled to be paid all accumulated overtime, together with the Employee's normal wage.

14.3 All cash payments for overtime worked will be made on the regular salary check in the next succeeding pay period in which it was earned. The only exception is holiday pay. (See Article 19)

**14.4 Compensatory Time in Lieu of Overtime (CTO):** Members of the bargaining unit may accrue up to a maximum of one hundred fifty (150) hours annually upon the Department Head's discretionary authority. CTO time may be carried into the following year, but at no time can it exceed one hundred fifty hours (150) hours. Management shall approve when employees can take time off taking into consideration the desire of the employees and the operational needs of the department. The Department Head and employees may mutually agree to pay out any or all CTO time. All unused CTO shall be paid upon termination. All CTO in excess of one hundred fifty(150) hours shall be paid.

## **ARTICLE 15 STAND-BY COMPENSATION**

15.1 When the Employer requires an Employee to remain available for call back at any time, the Employee shall receive stand-by pay.

15.2 When an Employee is required to stand-by, he/she shall be compensated for such stand-by time at the rate of two (2) hours of straight-time compensation by cash for each accumulated eight (8) hours of stand-by.

15.3 The City reserves the right to close the Corporation Yard or any other facility if the City determines, in its sole discretion, that the facility need not be open. The Union acknowledges that Employees do not have the right or privilege to stand-by at non-public City facilities without the express consent of the City.

## **ARTICLE 16 CALLBACK COMPENSATION**

16.1 When the Employer, due to an emergency, requires an Employee to return to work other than his regularly scheduled workday, the Employee shall be entitled to call-back compensation.

**16.2 The Employer shall compensate the Employee a minimum of two (2) hours of overtime compensation irrespective of the actual time worked when an Employee is called back to perform an emergency task. In the event the task exceeds two (2) hours duration, the total overtime compensation shall be for the hours actually worked. Effective December 1, 2012 the Employer will compensates the Employee a minimum of three (3) hours of overtime compensation irrespective of the actual time worked when an Employee is called back to perform an emergency task. In the event the task exceeds three (3) hours duration, the total overtime compensation shall be for the hours actually worked.**

## **ARTICLE 17 SICK LEAVE**

17.1 Sick leave is available to an employee to use in case of illness, bodily injury, exposure to a contagious disease, medical or dental appointment or attendance upon seriously ill member of employee's immediate family, as defined by these rules. An employee may take paid sick leave after the first month of employment. Every effort by the employee shall be made to schedule appointments during non-work hours.

17.2 Sick leave with pay shall be granted to all employees. Sick leave shall be earned at the rate of eight (8) hours per calendar month of service, not to exceed a total maximum accumulation of one thousand nine hundred twenty (1920) hours. No sick leave shall be earned once the maximum accrual is reached.

17.3 The City agrees to pay fifty percent (50%) of Employee's unused accumulated sick leave upon retirement or death. Upon reduction in force, the City shall pay twenty-five percent (25%) of Employee's unused accumulated sick leave.

17.4 Employees who have less than thirty-six (36) days of sick leave accumulated may, in lieu of taking vacation, bank said vacation time under sick leave.

17.5 Family Leave shall be administered in accordance with applicable State and Federal law.

17.6 **Bereavement Leave:** In the event of a death in the immediate family, the Employee may take off up to four (4) days. The immediate family shall be defined as husband, wife, child, mother, father, brother, sister, grandparents and grandchildren. Such leave shall be charged to sick leave.

17.7 When an employee is off work as a result of a valid on-the-job injury sustained in the service of the City, the employee is entitled to use their accrued Sick Leave during the period of disability to make up the difference between their regular pay and the Workers Compensation Temporary Disability Payments. The City shall pay only that amount necessary to make up the difference between the employee's monthly rate and the amount payable to the employee as temporary disability payments from the Worker's Compensation Insurance Plan of the City. To take advantage of this benefit, the employee must forward their Temporary disability check to the City.

17.8 The City may require verification of the necessity for sick leave. Such verification may be in the form of a written statement from a doctor or a personal affidavit from the Employee. The City reserves the right to specify which of the two verification procedures will be required in any particular situation. If the City requires verification from a physician, the City shall pay for the cost of such verification to the extent such cost is not reimburse by the Employee's health insurance.

17.9 If the City determines that an Employee has abused the provisions of the sick leave policy, the Employee shall be subject to disciplinary action.

17.10 **Sick Leave Conversion Upon Retirement:** Effective July 1, 2008, in lieu of a cash-out of sick leave, an employee, upon retirement under PERS, may choose as an option to convert a percentage of the dollar value of the sick leave at the employee's current hourly base rate of pay as of the date of retirement, to pay the pre-paid health insurance premium up for a period of time up to age 65 according to the following conversion plan:

<u>Employee's years of Service with City</u>	<u>Percentage value of employee's accrued Sick Leave</u>
Through 15 years	50%
16 through 19 years	70%
20 or more years	80%

(A) Following is the procedure to account for the percentage value of converted sick leave. At the written request of the retiring employee, the City Staff will compute the dollar value of the accrued sick leave according to the percentages shown above and maintain an accounting in the employee's name deducting the amount of monthly City health insurance premium for the "balance".

(B) The value of sick leave does not accrue in a cash fund for each employee, therefore no actual funds are held in trust. The City simply agrees to pay the retiree's premium for a period of time until the balance value of the conversion is depleted.

(C) Should a retired employee want to stop their insurance premium payments under the Section, the employee must notify the City Manager in writing, giving the date payments should end, and City Staff will do an accounting of the actual dollar amount paid out. Should this amount still be less than the fifty percent (50%) value provided for in the sick leave payoff provisions of this MOU, Section 17.3 the balance will be paid to the employee.

(D) Should a retired employee die prior to fully using this benefit, any dependents covered under the health insurance may, if permitted to continue insurance coverage by the insurance carrier, receive the continuation of this benefit until fully expended. The benefit shall have no cash value to the employee's estate nor can the City accept any claim for payoff by heirs.

(E) Employees not choosing to remain in the City's offered health plan may use the benefits set out in these sections, to be applied to the cost of a private health plan. The retired employee will be reimbursed, on a quarter year basis, such amounts as provided in these sections, upon submission of a written claim and proof of a paid premium by the retired employee. The form, manner of claim, and proof will be as prescribed by the City.

## **ARTICLE 18 UNIFORM ALLOWANCE**

18.1 The City agrees to furnish, at no cost to the Employees, necessary foul weather gear and safety items required and determined by the City.

18.2 For Public Works Crewmembers, the City may furnish two (2) coveralls per week to each Employee desiring coveralls. Upon City determination, the City agrees to provide either short or long sleeve safety shirts, rubber boots and gloves.

18.3 For Public Works Crewmembers, the City shall allow \$175 per year towards safety field boots subject to verification that the boots purchased meet CAL OSHA Standards (the boots must meet American National Standards Institute [ANSI] Z41-PT99 or American Society for Testing & Materials [ASTM] F24113-05). The allowance will be paid during January of each year.

18.4 For Full Time Community Service Officers, the City shall furnish, upon initial employment and maintain during employment a total of five (5) uniform shirts and three (3) pairs of pants. The City also allows \$75 per year allowance for the purchase of shoes/boots meeting the standards prescribed by the Police Chief. The initial allowance will be paid on January 1, 2009. Replacement of damaged uniform items is subject to Department Policy.

## **ARTICLE 19 HOLIDAYS AND HOLIDAY PAY**

19.1 The employees shall receive the following scheduled holidays off with pay:

(1)	<b>January 1 (Tuesday)</b>	<b>New Year's Day</b>
(2)	<b>February 20<sup>th</sup>, (3rd. Monday)</b>	<b>President's Day</b>
(3)	<b>May, last Monday</b>	<b>Memorial Day</b>
(4)	<b>July 4<sup>th</sup></b>	<b>Independence Day</b>
(5)	<b>September 3<sup>rd</sup>, (1st. Monday)</b>	<b>Labor Day</b>
(6)	<b>November 12<sup>th</sup></b>	<b>Veterans Day</b>
(7)	<b>November, 22<sup>nd</sup> (last Thursday)</b>	<b>Thanksgiving Day</b>
(8)	<b>November, 23<sup>rd</sup> (last Friday)</b>	<b>Post Thanksgiving Day</b>
(9)	<b>December 24<sup>th</sup></b>	<b>Christmas Eve Day</b>
(10)	<b>December 25<sup>th</sup></b>	<b>Christmas Day</b>

Effective July 1, 1994, in addition to the scheduled Holidays above, each employee shall be credited with 14 hours of floating Holidays on January 1 and July 1 of each year. Floating Holidays shall be taken in the calendar year credited, at a time and manner mutually agreed to by the employee and the Department Head.

(A) Employees accrue 14 hours of Floating Holiday on January 1<sup>st</sup> and July 1<sup>st</sup> giving each employee 28 hours per calendar year to be used before December 31<sup>st</sup> of that year or they lose these hours.

(B) To receive Floating Holiday hours a new employee must be hired within the first quarter in which the accrual takes place. The employee must have a hire date before April 1<sup>st</sup> to receive 14 hours for January 1<sup>st</sup> or the hire date must be before October 1<sup>st</sup> to receive 14 hours for July 1<sup>st</sup>.

19.2 An Employee who is regularly scheduled to work on a holiday shall be granted a day off at a time mutually agreeable to the Employee and the Employer.

19.3 An Employee who is called back to work on a holiday, which is also his day off, shall be granted a day off at a time mutually agreeable to the Employer and the Employee, plus time and one-half for the actual hours worked. This Section shall be applied in addition to Article 14.

19.4 If a holiday falls on an Employee's day off, the Employer shall compensate the Employee by either eight (8) hours compensatory time off, or eight (8) hours straight-time pay, at the Employee's option.

19.5 Veterans Day (November 11<sup>th</sup>) will be celebrated on the nearest Monday or Friday which will create a three-day weekend. The Christmas Eve Holiday will be celebrated either on Christmas Eve or the day after Christmas; whichever will create a four-day weekend.

## **ARTICLE 20 RETIREMENT**

20.1 The City provides retirement benefits under a Contract with the Public Employees Retirement System (PERS). The City shall pay the employee share of 7% in addition to the City share for miscellaneous members.

The City and the Miscellaneous Unit agree to implement the following changes for new hires as soon as administratively feasible under PERS procedures after the City Council approves the Memorandum of Understanding (MOU).

20.2 For PERS Miscellaneous Members the 2% @ 60 formula with three (3) years average salary.

20.3 New Miscellaneous Unit employees hired after the date the City Council approves the Memorandum of Understanding (MOU) will pay 3.5% of the full 7% of the employees' share of retirement costs.

20.4 Retirement tier for laid off employees: Current regular employees who are laid off after the second retirement tier is adopted are to return to the 2% @ 55 formula with the highest single year if re-employed by the City in less than one (1) year subject to being in compliance with PERS Rules.

## **ARTICLE 21 VACATION**

### **21.1 Employees shall earn vacation according to the following:**

- (A) Employees shall earn vacation with pay at the rate of eighty (80) hours per year after one (1) year of City employment; **Effective March 1, 2013, Employees shall earn vacation with pay at the rate of one hundred twenty (120) hours per year after one (1) year and during the first seven (7) years of employment;****
- (B) Employees shall earn vacation with pay at the rate of one hundred twenty (120) hours per year after five (5) years of City employment; **Effective March 1, 2013, Employees shall earn vacation with pay at the rate of one hundred sixty (160) hours per year after completion of seven (7) years of City employment;****
- (C) Employees shall earn vacation with pay at the rate of one hundred sixty (160) per year after ten (10) years of City employment; **Effective March 1, 2013, Employees shall earn vacation with pay at the rate of two hundred (200) per year after fifteen (15) years of City employment;****
- (D) The maximum number of vacation hours employees may carry over or have in a vacation account at the start of each new calendar year is one hundred fifty (150) hours; and**
- (E) Employees who have more than one hundred fifty (150) hours in their vacation account will have the excess vacation time paid off at the close of each calendar year.**

21.2 The Employee shall have the option of converting up to fifty percent (50%) of unpaid accumulated vacation to cash payment in lieu of taking vacation. The Employee may exercise the payoff option only one (1) time per fiscal year with five (5) working days notice to payroll.

## **ARTICLE 22 PROBATION PERIOD AND EVALUATION**

22.1 All Employee evaluations should be made by the Employee's immediate supervisor or the Employee's Department Head when possible. In the event the immediate supervisor or Department Head is unable to complete the evaluation, the City Manager may complete the evaluation. The City reserves the right to conduct formal evaluation summaries every six (6) months. Nothing contained herein should be construed to limit the right of the City to continually monitor and assess Employee performance and provide feedback to the Employee regarding the Employee's performance.

22.2 All new, promoted, and reclassified Employees are on probation for six (6) months. Current City Employees accepting a promotion to a higher classification retain the right to return to their former classification if the City determines they are unable to satisfy the requirements of the new classification.

## **ARTICLE 23 LAY-OFF POLICY**

23.1 The City may lay off Employees whenever it becomes necessary because of lack of work or funds, or whenever it is deemed advisable in the interests of economy to reduce the force in a department or office.

### **23.2 Persons shall be laid off in the following order:**

- (A) All extra help, temporary and provisional Employees in the same department and within the same job classification shall be laid off before any regular Employee is laid off.**

- (B) When it becomes necessary to reduce the force in any department or office by lay-off of regular Employees, seniority shall be the determining factor. In the case where seniority is equal, ability shall govern.

The determination of ability shall be the exclusive responsibility of the Department Head, provided that in making such determination, consideration shall be given to skill, efficiency, knowledge, physical fitness, training and attitude toward fellow Employees.

23.3 Seniority shall be measured from the Employee's initial appointment to City service, but shall not include any period during which such Employee was on leave without pay, or not actually in City employment because of the Employee's voluntary termination, lay-off or other cause; provided that, for any Employee who is re-employed after being discharged, seniority shall be measured from the date of the most recent appointment.

23.4 The City shall send written notice by certified mail, postage prepaid, return receipt requested, and correctly addressed to the last known mailing address of the Employee as found in the Employee's personnel file. In lieu of the above, the City may serve notice by personal service. Notice of lay-off shall be made at least thirty (30) days prior to the effective date of the action.

23.5 In lieu of being laid off, a regular Employee may elect demotion and displacement in the same department to a classification previously held by said Employee with substantially the same or lower salary step and/or to a classification in which said Employee meets the minimum qualifications. Demotion and displacement rights to specify classifications shall be applicable only within the department and subject to lay-off list provisions in this Article based on seniority and ability. Employees wishing demotion and displacement in lieu of lay-off must notify the City Manager in writing of this election no later than seven (7) calendar days after receiving notice of layoff.

## **ARTICLE 24 SPECIAL PROVISIONS**

24.1 The Employees designated by the Public Works Director shall have their D.M.V. physical paid for by the City.

## **ARTICLE 25 SAVINGS CLAUSE**

25.1 If any Article section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding shall, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of the Memorandum, it being expressly provided that this Memorandum and each Article section, subsection, paragraph, sentence, clause or phrase hereof would have been adopted irrespective of the fact that any one or more Articles, sections, subsections, paragraphs, sentences, clauses or phrases shall be declared invalid or unconstitutional.

**ARTICLE 26  
TERM OF AGREEMENT**

26.1 This Memorandum of Understanding shall be effective July 1, 2012, upon adoption by the City Council of the City of Corning and shall remain in effect until June 30, 2013.

26.2 This Memorandum of Understanding may be extended by mutual agreement of the parties if additional time is required to consummate a new Memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 25 day of April, 2012.

**CITY OF CORNING**

**OPERATING ENGINEERS LOCAL  
UNION NO. 3 AFL-CIO**

\_\_\_\_\_  
**John L. Brewer, AICP  
City Manager**

\_\_\_\_\_  
**Art Frolli  
OE-3 Business Representative**

\_\_\_\_\_  
**William May  
Chief Negotiator**

\_\_\_\_\_  
**Dawn Grine  
Employee Representative**

\_\_\_\_\_  
**Lisa M. Linnet  
City Clerk**

\_\_\_\_\_  
**Chris Demo  
Employee Representative**

**ITEM NO. : J-9  
RESOLUTION NO. 04-24-2012-01; ACCEPTING  
DEDICATION OF PUBLIC PROPERTY FROM  
THE JOHN HANCOCK LIFE INSURANCE CO.  
(U.S.A.) FOR PHASE 2 OF SOUTH AVENUE  
INTERCHANGE PROJECT.**

**APRIL 24, 2012**

**TO: CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA**  
**FROM: JOHN L. BREWER, AICP; CITY MANAGER** 

**SUMMARY:**

The second phase South Avenue interchange project requires acquisition of additional properties for right of way along the interchange and at the adjacent street intersections. Caltrans Right of Way Agents are working to acquire those properties. Based on their locations, some of the properties will be acquired as State R/W, and some as City R/W.

State law requires public agencies to "accept" property offered for dedication. We have a Cooperative Agreement (dated October 25, 2010) with Caltrans to "accept" the properties that'll become City street R/W. The attached deed from the John Hancock Life Insurance Company (U.S.A.) to the City is a property that'll become City R/W. The deed grants the City of Corning a small (0.22 ac.) piece of property along the north side of South Avenue and west of the future intersection of realigned Barham Avenue.

Note that this is one of twelve such properties to be acquired as part of the second phase of the interchange improvement project. The City of Corning previously accepted a deed from Maria Martha Sanchez and Jose Luis Damian for a .09 acre property at the December 13, 2011 City Council Meeting. The Mayor is authorized to execute (sign) deeds on behalf of the City, per Resolution 05-22-07-01. However, the City Attorney recently reviewed our policy for accepting properties and recommends that the Council adopt a resolution of acceptance. Resolution No. 04-24-2012-01 is offered for that purpose.

**RECOMMENDATION:**

**That the City Council;**

- **ADOPT RESOLUTION NO. 04-24-2012-01; A RESOLUTION TO ACCEPT THE 0.22 ACRE PROPERTY OFFERED ON THE DEED FROM THE JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) DATED JANUARY 5, 2012.**

**RESOLUTION NO. 04-24-2012-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING ACCEPTING  
PROPERTY FOR ADDITIONAL STREET RIGHT OF WAY FOR PHASE 2 OF THE SOUTH  
AVENUE INTERCHANGE IMPROVEMENT PROJECT**

WHEREAS, the City of Corning supports the construction of Phase 2 of the South Avenue Interchange Improvement Project, and,

WHEREAS, unexpended funds from Phase 1 of the South Avenue Interchange Project are available for purchase of properties necessary for the development of Phase 2 of the South Avenue Interchange Improvement Project, and

WHEREAS, those additional properties necessary for the street right of way are identified on the Caltrans Right of Way Map No. 370702.102, and,

WHEREAS, the City has entered into an agreement with the California Department of Transportation (Caltrans) to accept properties offered as street right of way to facilitate development of Phase 2 of the South Avenue Interchange Improvement Project, and

WHEREAS, Caltrans has prepared the attached Highway Easement Deed dated January 5, 2012 which offers a portion of APN 87-040-60 for street right of way purposes.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Corning does hereby accept said property offered by the John Hancock Life Insurance Company (U.S.A.) as described on the attached Highway Easement Deed and directs the Mayor to sign the certificate accepting said property.

---

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning on April 24, 2012 by the following vote:

**AYES:**

**NOES:**

**ABSENT OR ABSTAIN:**

---

**Gary R. Strack, Mayor**

**ATTEST:**

---

**Lisa M. Linnet, City Clerk**

APN 87-040-60(Portion)

Space above this line for Recorder's Use

**HIGHWAY EASEMENT  
DEED  
(CORPORATION)**

District	County	Route	Postmile	Number
02	TEH	5	7.5	13555

John Hancock Life Insurance Co. (U.S.A.)

a corporation organized and existing under and by virtue of the laws of the State of Michigan

does hereby grant, convey and dedicate to the City of Corning the right of way and incidents thereto for a public highway upon, over and across that certain real property in the unincorporated territory of the

County of Tehama, State of California, described as:

That portion of the lands conveyed to John Hancock Variable Life Insurance Company, a Massachusetts Corporation, by deed recorded August 31, 1995 in Book 1604 at page 146, Official Records of Tehama County described as follows:

Commencing at a 5/8-inch rebar with cap stamped "LS 5712" set at a point lying 77.66 feet westerly of the northeast corner of Lot 7 of Block 219, Maywood Colony No. 25, as shown on the Record of Survey filed March 18, 1996 in Book Y of Maps at page 42, Tehama County Records, from which a 5/8-inch rebar with cap stamped "LS 5712", as shown on said Record of Survey, bears S 89°00'15" E, 671.45 feet;

thence, S 24°34'34" W, 717.82 feet to a point hereinafter referred to as Point "A";

Number
13555

thence, N 0°02'58" W, 21.00 feet, more or less, to a point on the south line of said Lot 7, being the TRUE POINT OF BEGINNING;

thence, continuing N 0°02'58" W, 29.00 feet to a point that is 50.00 feet from said Point A;

thence, N 89°53'52" E, 279.79 feet;

thence, N 37°45'04" E, 32.26 feet to a point on the west line of the lands conveyed to Valley Prune Corporation, a California Corporation, by deed recorded October 10, 1995, Book 1611 at page 578, Official Records of Tehama County;

thence, southerly along said line to a point on the south line of said Lot 7;

thence, westerly along said south line to the TRUE POINT OF BEGINNING.

Containing 0.22 acres, more or less.

Bearings and distances are based on the California Coordinate System of 1983(1991.35), Zone 1. Divide distances by 1.00001940 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature Gary D Gogos  
Professional Land Surveyor

Date 1-5-12



Excepting therefrom all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands.

Number
13555

The grantor hereby further grants to grantee all trees, growths (growing or that may hereafter grow), and road building materials within said right of way, including the right to take water, together with the right to use the same in such manner and at such locations as said grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this 17 day of February, 2012.

**John Hancock Life Insurance Company (USA)**

By: Hancock Natural Resource Group Inc, its investment manager

By: Oliver S. Williams IV  
 Name: Oliver S. Williams IV  
 Title: Senior Vice President

[CORPORATE SEAL]

State of ~~California~~ Massachusetts }  
 County of Suffolk } ss

**ACKNOWLEDGMENT**

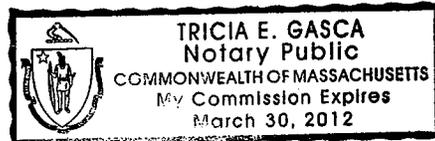
On February 17, 2012 before me, Oliver S. Williams IV  
(here insert name and title of the officer)  
Senior Vice President, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tricia E. Gasca (Seal)



**THIS IS TO CERTIFY, That the City of Corning, hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof**  
**IN WITNESS WHEREOF, I have hereunto set my hand**  
 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 City of Corning

By \_\_\_\_\_  
**Steven Kimborough, City Manager**

**ITEM NO. : J-10  
APPROVE THE PURCHASE AND  
INSTALLATION OF PLAYGROUND  
EQUIPMENT FROM NATIONAL  
PLAYGROUND COMPLIANCE GROUP AND  
THE PURCHASE OF RUBBER BARK AND  
PURCHASE AND INSTALLATION OF A  
GAZEBO/SHADE SHELTER FROM NSP3.**

**APRIL 24, 2012**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**FROM: JOHN STOUFER, PLANNING DIRECTOR JS  
JOHN BREWER, CITY MANAGER/PUBLIC WORKS DIRECTOR JS**

**SUMMARY:**

To comply with the requirements of the Prop 84 Park Grant for community input on the design of the park, staff has been meeting with the Recreation Commission and members of the general public for the purchase of park amenities such as playground equipment and the gazebo/shade structure.

Instead of purchasing these amenities from the contractor that will construct the park staff felt we could eliminate an approximately 20% markup of if we purchased them directly from the manufactures sales representatives. Having these companies install the amenities will assure the City that they will be installed by qualified and experience contractors and meet warranty requirements. With time limits on the quotes staff is recommending that we proceed with the purchase and lock in an installation price for when these amenities will be installed.

**DISCUSSION:**

In November, 2011 the Council adopted Ordinance No. 648 amending the Purchasing Ordinance and Procedures in the Corning Municipal Code. The code was amended to allow the City more flexibility in the purchases of supplies and equipment to ensure the purchases are at prices favorable to the City and the products being acquired best suit the needs of the City.

The following outlines the steps staff took in soliciting companies for the purchase and installation of playground equipment, rubber bark, and gazebo/shade shelter prior to making a recommendation to the Council:

- 1) Prepared Request for Proposals (RFP) and sent to six (6) firms requesting the design and quotations for the purchase and installation of playground equipment for the two playgrounds, including rubber bark, and the purchase and installation of a gazebo/shade shelter in the Corning Community Park.

- 2) Presented the RFP's to the Recreation Commission, each firm, plus one additional firm for a total of seven (7) firms, presented their proposals to the Recreation Commission and general public to determine the most desirable amenities to be purchased for installation in the park.

After several meetings with presentations and discussion with staff, the general public, and amongst themselves the Recreation Commission recommended that staff negotiate with National Playground Compliance Group whose contact person is Pat McLaughlin, representing Xccent Playgrounds, for the purchase and installation of playground equipment.

The Recreation Commission also recommended that staff negotiate with NSP3 representative Gary Kimbrough (no relation) for the purchase of rubber bark and the purchase and installation of a gazebo/shade shelter in the park.

- 3) Staff has negotiated with the two companies as recommended by the Recreation Commission and is now presenting the proposals for consideration by the Council.

Attached as "Exhibit A" is a copy of Ordinance 648 that repealed and amended Subsection I of Section 3.12.080 of Chapter 3 of the Corning Municipal Code. Line item #6 was added to allow the Council to determine that supplies or equipment being sought should not go out to formal bid because the City's needs will be better met by soliciting prices from several different vendors, negotiating prices from a single vendor or following other procedures designed to expeditiously acquire what the City needs at a reasonable price.

As previously discussed staff has solicited proposals from seven (7) different vendors and negotiated the best price for the most desirable amenities as recommended by the Recreation Commission. Therefore staff recommends that the Council take the following action:

**ACTION:**

- 1. MOVE TO GRANT AN EXCEPTION FROM THE STANDARD FORMAL BID PURCHASING PROCEDURES AND FIND THAT THE PROPOSALS SUBMITTED BY NATIONAL PLAYGROUND COMPLIANCE GROUP AND NSP3 FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT, RUBBER BARK, AND A GAZEBO/SHADE SHELTER PROVIDE THE CITY WITH THE MOST DESIRABLE AMENITIES FOR DEVELOPMENT OF THE CORNING COMMUNITY PARK AND AUTHORISE THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS FOR THE PURCHASE AND INSTALLATION OF THESE AMENITIES.**

## **ATTACHMENTS**

- |             |  |
|-------------|--|
| Exhibit "A" | Copy of Ordinance 648  |
| Exhibit "B" | Sales and Purchase Agreement from National Playground Compliance Group |
| Exhibit "C" | Proposals and purchasing contract from NSP3                            |

# Exhibit "A"

## ORDINANCE NO. 648

### AN ORDINANCE OF THE CITY OF COUNCIL OF THE CITY OF CORNING AMENDING ITS PURCHASING ORDINANCE AND PROCEDURES

The City Council of the City of Corning does ordain as follows:

#### SECTION 1 – PURPOSE

The purpose of this ordinance is to modify the City's existing purchasing ordinance contained in Chapter 3.12 of the Corning Municipal Code to allow the City more flexibility in the purchases of supplies and equipment to ensure that purchases are at prices favorable to the City and the products being acquired best suit the needs of the City.

#### SECTION 2 – REPEAL AND AMENDMENT

Subsection I of Section 3.12.080 of Chapter 3 of the Corning Municipal Code entitled "Award of Contracts" which presently reads, "Contracts shall be awarded to the lowest responsible bidder except as otherwise provided in this chapter" is amended to read:

"I. Award of Contracts. Contracts shall be awarded by the City Council to the lowest responsible bidder unless the Council determines that one of the other bids submitted better meets the needs of the City with respect to the supplies or equipment being acquired. If the Council determines that the purchase is to be made from someone other than the low bidder, it shall state on the record the reasons which justify making the purchase at a price higher than the lowest amount bid. The Council retains the right to reject all bids and to have staff solicit new bids if the bids received are too high or do not satisfactorily meet the needs of the City. The City Council is the administrative body vested with complete authority to make final decisions with respect to the foregoing matters."

A new subsection A6 is added to Section 3.12.082 of the Corning Municipal Code, listing a new "exception" from purchasing procedures. After the words which currently read:

"A. The procedures set forth above may be dispensed with only when:" (and the list of 5 items which follow) the following new subsection shall be added:

"6. The City Council determines that the supplies or equipment being sought should not go out to formal bid because the City's needs will be better met by soliciting prices from several different vendors, negotiating prices from a single vendor or following other procedures designed to expeditiously acquire what the City needs at a reasonable price. This exception to the formal bidding requirement recognizes that the lowest price available is a very important consideration but that it should not be the sole consideration when the City is also seeking the best quality product which most closely meets the City's needs. When this exception is applied, it shall only be done by the City Council and the final price, however it has been arrived at, shall only become a binding commitment of the City when the City Council approves it and authorizes the purchase to take place.

### SECTION 3 – EFFECTIVE DATE AND PUBLICATION

**Section 3.** The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Corning held on November 8, 2011 and adopted at a regular meeting of the City Council of the City of Corning held on November 22, 2011 by the following vote:

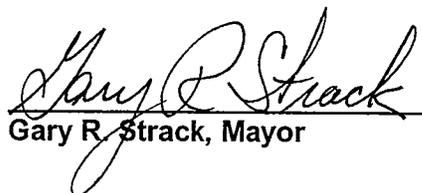
**AYES:** Strack, Parkins, Leach, Dickison and Linnet

**NOES:** None

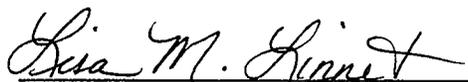
**ABSENT:** None

**ABSTAIN:** None

It shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the Councilpersons voting for and against the same, in a newspaper of general circulation in the County of Tehama.

  
\_\_\_\_\_  
Gary R. Strack, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Lisa M. Linnet, City Clerk

**Published:** November 30, 2011

STATE OF CALIFORNIA

COUNTY OF TEHAMA

CITY OF CORNING

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 648. This Ordinance was introduced at a regular meeting of the City Council of the City of Corning held on November 8, 2011, and adopted at a regular meeting of the City Council of the City of Corning held on November 22, 2011 by the votes listed on the attached copy of the Ordinance. Ordinance No. 648 was published in a newspaper of general circulation within the required legal time lines.

ATTEST:



Lisa M. Linnet, City Clerk

# Sales and Purchase Agreement

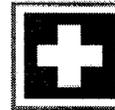
Bill To:

Corning Community Park

Corning CA

Ship To:

Same



**NATIONAL PLAYGROUND  
COMPLIANCE GROUP**

PO Box 506

Carlisle, IA 50047

Toll Free # 866-345-6774

FAX: 515-989-0344

Date:	November 23, 2011	Contract #:	
Program:	California Playground Compliance Program	Description:	

PURCHASE ORDER #	SHIP VIA	NPCG CONTACT	FOB POINT	TERMS
	Fork Truck	Pat McLaughlin	Shippers Dock	50% down 25%delivery 25% install

Project Location	Site Area	Fall Ht.	Description	SQFT	Quantity	Unit Price Price SQFT	Amount
		6	Fusion EC		1	12590.00	\$12,590.00
			X-Wave 2		1	6499.00	\$6,499.00
			Gyro spinner		1	6750.00	\$6,750.00
			Rock& Rider		1	2250.00	\$2,250.00
			Bury kit			109.00	\$109.00
			5 Spoke Fusion frame W/ sign		1	17643.00	\$17,643.00
			Steel deck		1	700.00	\$700.00
			ADA transfer stair		1	1067.00	\$1,067.00
			Pipe steps		1	600.00	\$600.00
			Rock ramp		1	533.00	\$533.00
			Spinning pogo poles		1	1867.00	\$1,867.00
			Clear rock wall		1	5867.00	\$5,867.00
			Arch net, tear drop handles, cargo net. Included			#N/A	NC

<b>Total Square Footage of Surfacing:</b>					<b>Equipment</b>		
Full Service (Excavation and Concrete Work):							
Full Service (Installation of Tiles):							
Full Service (Installation of Equipment):							
Demolition of Existing Structures:							
Landscaping / Drainage:							

**Total Professional Installation Services:**

<b>Tax Exempt ?</b>	<b>No</b>	<b>State Sales Tax %</b>	<b>7.25%</b>
<b>Tax Exempt #</b>			

SALES TAX:

SHIPPING & HANDLING:

**TOTAL:**

Purchaser's Signature

Title

Date

\* By signing this document you agree to the terms of the agreement

You will be invoiced based on this purchase agreement

**OVERALL  
SOLUTIONS®**

**NATIONAL  
SAFE SURFACING  
INITIATIVE®**

*PlayTribe*

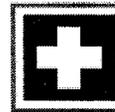


Exhibit "B"

# Sales and Purchase Agreement

Bill To:  
 Corning Community Park  
 Corning Ca

Ship To:  
 Same



**NATIONAL PLAYGROUND  
 COMPLIANCE GROUP**

PO Box 506  
 Carlisle, IA 50047  
 Toll Free # 866-345-6774  
 FAX: 515-989-0344

Date:	November 23, 2011	Contract #:	
Program:	California Playground Compliance Program	Description:	

PURCHASE ORDER #	SHIP VIA	NPCG CONTACT	FOB POINT	TERMS
	Fork Truck	Pat McLaughlin	Shippers Dock	50% down 25%delivery 25% install

Project Location	Site Area	Fall Ht.	Description	SQFT	Quantity	Unit Price Price SQFT	Amount
		6	Solid Rock wall		1	6367.00	\$6,367.00
			Spinning rock poles		1	2500.00	\$2,500.00
			Sky rider		1	2000.00	\$2,000.00
			Glider		1	3067.00	\$3,067.00
			5 spoke wobble walk		1	4613.00	\$4,613.00
			Bury kit		10	42.00	\$420.00
			Spinning pods		1	1400.00	\$1,400.00
			5 spoke shade		1	4993.00	\$4,993.00
			DISCOUNT			#N/A	(\$4,000.00)
			Intallation includes rubber mulch				
			Identity series benches (\$650 each )		6	N/C	N/C
			Safety inspections			N/C	N/C
			Price does not include boarders			#N/A	#N/A
<b>Total Square Footage of Surfacing:</b>						<b>Equipment</b>	
			Full Service (Excavation and Concrete Work):				
			Full Service (Installation of Tiles):				
			Full Service (Installation of Equipment):				\$22,729.00
			Demolition of Existing Structures:				
			Landscaping / Drainage:				
<b>Total Professional Installation Services:</b>							<b>\$22,729.00</b>

Tax Exempt ?	No
Tax Exempt #	

State Sales Tax %	7.25%
-------------------	-------

<b>Total for Equipment</b>	<b>\$79,642.00</b>
SALES TAX:	\$5,774.45
SHIPPING & HANDLING:	\$5,500.00
<b>TOTAL:</b>	<b>\$113,645.45</b>

Purchaser's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

\* By signing this document you agree to the terms of the agreement

\* Shipping is estimated, it may change due to fuel cost\*  
 You will be invoiced based on this purchase agreement

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NATIONAL  
 SAFE SURFACING  
 INITIATIVE®

PlayTribe



# NATIONAL PLAYGROUND COMPLIANCE GROUP

## Terms and Conditions of Sale

1. Purchaser's Certification – Purchaser hereby certifies that this order includes all of the terms and conditions on both the face and reverse side hereof. Purchaser shall issue an **ASSIGNABLE AND NON-CANCELLABLE PURCHASE ORDER** to **National Playground Compliance Group, LLC** for the products and services as identified on this order. All such correspondence relative to this order shall be referenced by the SALES ORDER / PURCHASE ORDER NUMBER assigned to this document upon the signing thereof.
2. Prices, Releases and Setoff - Prices apply only if the quantity ordered hereunder is ordered and scheduled for shipment and installation within twelve (12) months (or longer if mutually agreed to in writing) from the date of Seller's receipt of Buyer's order. Otherwise, Seller has the right to increase or change its prices.
3. Title and Delivery - All shipments of goods shall be delivered F.O.B. manufacturers dock unless otherwise stated on the reverse side of this document. Title and liability for loss or damage thereto shall pass to Buyer upon Seller's delivery of the goods to Buyer. Seller will invoice for goods received at the time of delivery.
4. Terms and Method of Payment - Where Buyer has credit terms through third party financial institutions, terms of payment shall be net ten (10) days from date of invoice and funds set aside for payment will be released at the time of delivery of goods or completion of services. If the goods are delivered in installments, Buyer shall pay separately for each installment. Payment shall be made for the goods and services without regard to whether Buyer has made or may make any inspection of the goods. If Buyer delays shipments, payments are due from the date when Seller is prepared to make shipments. Goods held for Buyer are at Buyer's risk and expense.
5. Change Orders - Buyer may modify the specifications, project design or goods designed by Seller, Seller will modify goods and services to such modified specifications for those specified herein, provided such goods substantially conform to this Agreement. Buyer may be subject to pay additional fees, if any, for change orders requiring additional goods or services.
6. Product Warranty – NPCG warranty for the safety surfacing tiles is limited to workmanship and material for a period of five (5) years from date of installation. NPCG warranties that tile will maintain structural integrity throughout the warranty period. This warranty specifically excludes normal wear and tear, acts of God, shipping damage, improper installation (unless installed by NPCG), color fading, use of alternative adhesive or sparse application of adhesive, fire, theft, damage from on-site misuse or abuse or vandalism.
7. Product Application Indemnity - Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller, including Attorney's fees, expenses and costs, arising out of the application of Sellers products to Buyers designs and/or products, or Sellers assistance in the application of Seller's products.
8. Acceptance of Product - Acceptance shall be presumed conclusively to have occurred ten (10) days following delivery of product to Buyer, unless Buyer has accepted the product prior to that date.
9. Non Waiver of Default and Collection Rights - In the event of any default by Buyer, Seller may invoke any remedy provided by law or by the terms herein stated, and may decline to make further shipments. If Seller elects to continue to make shipments, Seller's actions shall not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for any such default. In the event Seller resorts to a third party or to litigation in order to collect amounts due Seller, Buyer agrees to pay costs of collection for amount owed to Seller, including, but not limited to, attorneys fees, court costs, and interest in the amount of 1% per month (12% per annum), from the date the amount is due.
10. Applicable Law and Forum - The validity, performance and construction of this contract shall be governed by the laws of the state in which Seller resides, as shown on the face hereof and such state shall be the only jurisdiction in which any suit may be brought against Seller regarding any dispute arising of this transaction.
11. Assignment - This contract is binding upon and inures to the benefit of the parties and the successors and assigns of the entire business and good will of Buyer, or of that part of the business used in the performance of this contract, but shall not be otherwise assignable, without the prior consent of Seller.
12. Modification - THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SALE OF THE GOODS AND SERVICES DESCRIBED ON THE FACE HEREOF, AND NO ADDITION TO OR MODIFICATION OF ANY PROVISION OF THIS CONTRACT SHALL BE BINDING UPON SELLER UNLESS MADE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER.

---

Purchaser's Signature

Title

Date

Exhibit "C"

# QUOTE



Corporate Office  
 1555 Tahoe Court  
 Redding, CA 96003  
 Toll Free: (877) 473-7619  
 Facsimile: (530) 246-0518  
 Tax ID#: 72-1545106

Date	4/5/2012
Quote #	12-3673
Approved By	

Quote To:	
City of Corning John Stoufer 774 Third Street Corning, CA 96021	530-824-7011 530-824-7010

Representative
Gary - gary@nsp3.com
Project
Corning Community Park

Qty	Vendor	Model #	Description	Rate	Total
65	AgLink	Rubber Bark	PHASE I 2100# Supersack of Rubber Bark	525.00	34,125.00
3		Shipping	Freight	600.00	1,800.00
1		Shipping	Freight - Partial Truck	300.00	300.00

QUOTE GOOD FOR 30 DAYS.	<b>Subtotal</b>	\$36,225.00
	<b>Sales Tax (7.25%)</b>	\$2,474.06
	<b>Total</b>	\$38,699.06

**DELIVERY & PAYMENT TERMS:** Full payment due with signed quote. Offloading and installation are customer's responsibility. A forklift will be needed to offload the pallets. NSP3 will notify customer of anticipated ship date. The delivery driver will contact the customer directly to schedule arrival date. Please have all equipment and area ready to accept delivery. Driver will charge an additional delivery charge if delivery is not accepted on the first delivery attempt, for reasons other than condition of the product.

Please allow 4-6 weeks for delivery from order confirmation.

Representative Authorized to Order Equipment \_\_\_\_\_ Date: \_\_\_\_\_



Corporate Office  
 1555 Tahoe Court  
 Redding, CA 96003  
 Toll Free: (877) 473-7619  
 Facsimile: (530) 246-0518  
 Tax ID#: 72-1545106

# QUOTE

Date	4/5/2012
Quote #	12-3671
Approved By	

Quote To:	
City of Corning John Stoufer 774 Third Street Corning, CA 96021	530-824-7011 530-824-7010

Representative
Gary - gary@nsp3.com
Project
Corning Community Park

Qty	Vendor	Model #	Description	Rate	Total
1	ICON	ICON	Hexagonal Shelter - Model #HX36M2C-P8 2 Tier Clerstory 6 Column Design 24 ga. Pre-Cut Multi-Rib Metal Roof Panel (ribs @ 12" centers) 8:12 Roof Slope HX3216M-P6 Cupola Ecoat/Powdercoat Frame	23,588.00	23,588.00T
1	ICON	ICON	Add Upper and second tier Ornamentation with powdercoating	7,012.00	7,012.00T
1	ICON	Engineering	Includes Anchor Bolts & Engineering (2 calc. books & 4 sets of drawings) RAILINGS NOT INCLUDED	291.00	291.00T
		Shipping	Freight	3,395.00	3,395.00

QUOTE GOOD FOR 30 DAYS.	<b>Subtotal</b>	\$34,286.00
	<b>Sales Tax (7.25%)</b>	\$2,239.60
	<b>Total</b>	\$36,525.60

**ORDER/PAYMENT TERMS:**  
 Purchase Order needed to order. A credit application or deposit may be required to order. Approved engineering & approved submittals must be received by NSP3 before manufacturing can commence. Balance due within 30 days of delivery of equipment. Offloading and installation are customer's responsibility. Interest at the rate of 1.5% per month or 18% per annum applies on unpaid balances beginning 30 days from delivery. Please allow 8-10 weeks for delivery from date of order. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

Representative Authorized to Order Equipment \_\_\_\_\_ Date: \_\_\_\_\_

# QUOTE



Corporate Office  
 1555 Tahoe Court  
 Redding, CA 96003  
 Toll Free: (877) 473-7619  
 Facsimile: (530) 246-0518  
 Tax ID#: 72-1545106

Date	4/5/2012
Quote #	12-3672
Approved By	

Quote To:	
City of Corning John Stoufer 774 Third Street Corning, CA 96021	530-824-7011 530-824-7010

Representative
Gary - gary@nsp3.com
Project
Corning Community Park

Qty	Vendor	Model #	Description	Rate	Total
		Installation	Installation by Park Associates, Inc. #959805 Installation of Icon Hexagonal Shelter #HX36M2C-P8 with multi-rib roof, two tier clerstory, ornamentation and cupola #HX3216M-P6.	15,650.00	15,650.00
		Installation	Installation by Park Associates, Inc. #959805 Installation of Icon Steel Shelter footins for hexagonal shelter #HX36M2C-P8 with (6) in-ground footings 24" x 30" included. Footing size TBD final.	8,600.00	8,600.00

QUOTE GOOD FOR 30 DAYS.	<b>Subtotal</b>	\$24,250.00
	<b>Sales Tax (7.25%)</b>	\$0.00
	<b>Total</b>	\$24,250.00

**ORDER/PAYMENT TERMS:**  
 Purchase Order needed to order. A credit application or deposit may be required to order. Approved engineering & approved submittals must be received by NSP3 before manufacturing can commence. Balance due within 30 days of delivery of equipment. Offloading and installation are customer's responsibility. Interest at the rate of 1.5% per month or 18% per annum applies on unpaid balances beginning 30 days from delivery. Please allow 8-10 weeks for delivery from date of order. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

Representative Authorized to Order Equipment \_\_\_\_\_ Date: \_\_\_\_\_



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* City of Corning, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* 794 Third St. Corning, CA 96021

**WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* 4/07/2012 (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* \_\_\_\_\_ and ends \* \_\_\_\_\_. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

\* City of Corning  
Name of End User (local government, agency, or non-profit corporation)

\* 794 Third St.  
Mailing Address  
\* Corning CA 96021  
City State ZIP Code

\*By: \_\_\_\_\_  
Signature of chief elected or appointed official

\* \_\_\_\_\_  
Typed Name & Title of Signatory Date

*Houston-Galveston Area Council*  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

\*Denotes required fields

\*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency: City of Corning County Name: Tehama  
(Municipality / County / District / etc.)

Mailing Address: 794 Third St. Corning CA 96021  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (530) 824-7029 FAX Number: (530) 824-2489

Physical Address: 794 Third St. Corning CA 96021  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.corning.org

Authorized Official: \_\_\_\_\_  
(City manager / Executive Director / etc.)

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box)

Ph No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fx No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_  
(Purchasing Agent/Auditor etc.)

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box)

Ph No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fx No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_  
(Public Works Director/Police Chief etc.)

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box)

Ph No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fx No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_  
(EMS Director/Fire Chief etc.)

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box)

Ph No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fx No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (ZIP Code)

ITEM NO: J-11

APPROVE PROGRESS PAY ESTIMATE  
NO. 8 (FINAL) IN THE AMOUNT OF  
\$85,187.95 TO TRENT CONSTRUCTION,  
ACCEPT THE NOTICE OF COMPLETION  
AND AUTHORIZE THE RELEASE OF  
RETENTION IN THE AMOUNT OF  
\$61,333.78 FOR THE CLARK PARK  
MUNICIPAL WATER WELL PROJECT

APRIL 24, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

FROM: JOHN L. BREWER, AICP; CITY MANAGER  
ED ANDERSON, CITY ENGINEER  
DAWN GRINE, PUBLIC WORKS SECRETARY

**SUMMARY:**

Attached for City Council review is a copy of Partial Pay Estimate No. 8 (Final) requesting payment of \$85,187.95 for the Clark Park Municipal Water Well Project. The Pay Estimate lists the original contract amount, any change orders/adjustments, work completed to date, retention amount and current amount due to Trent Construction.

The work completed for this pay estimate comprises the final phase of this project, the installation of the diesel operation backup generator including the auto transfer switch and all required electrical components. The Director of Public Works and the City Engineer have reviewed and approved this payment request.

Original Construction Contract	\$ 594,089.00
Contract Change Order #1	\$ 7,619.00
Contract Change Order #2	\$ 4,896.00
Contract Change Order #3	\$ 6,733.78
Total Adjusted Contract Amount	\$ 613,337.78

<u>PPE No. 1</u>	\$ 56,753.94
Work completed	\$ 40,984.50
Stored Materials	\$ 15,769.44
Retention to be held (10%)	\$ (5,675.40)
Amount paid to Contractor	\$ 51,078.54

<u>PPE No. 2</u>	
Work Completed to date	\$ 205,608.50
Retention to be held (10%)	\$ (20,560.85)
Amount previously paid	\$ (51,078.54)
Amount paid to Contractor	\$ 133,969.11

<u>PPE No. 3</u>	
Work Completed to date	\$ 240,797.61
Retention to be held (10%)	\$ (24,079.77)
Amount previously paid	\$ (185,047.65)
Amount paid to Contractor	\$ 31,670.19

<u>PPE No. 4</u>	
Work Completed to date	\$ 289,971.25
Retention to be held (10%)	\$ (28,997.13)
Amount previously paid	<u>\$ (216,717.84)</u>
Amount paid to Contractor	\$ 44,256.28
<u>PPE No. 5</u>	
Work Completed to date	\$ 296,902.92
Retention to be held (10%)	\$ (29,690.29)
Amount previously paid	<u>\$ (260,974.12)</u>
Amount paid to Contractor	\$ 6,238.51
<u>PPE No. 6</u>	
Work Completed to date	\$ 374,312.12
Retention to be held (10%)	\$ (37,431.22)
Amount previously paid	<u>\$ (267,212.63)</u>
Amount paid to Contractor	\$ 69,668.27
<u>PPE No. 7</u>	
Work Completed to date	\$ 518,684.50
Retention to be held (10%)	\$ (51,868.45)
Amount previously paid	<u>\$ (336,880.90)</u>
Amount paid to Contractor	\$ 129,935.15
<u>PPE No. 8</u>	
Work Completed to date	\$ 613,337.78
Retention to be held (10%)	\$ (61,333.78)
Amount previously paid	<u>\$ (466,816.05)</u>
<b>Amount due to Contractor</b>	<b>\$ 85,187.95</b>

Also attached for Council review is the Notice of Completion for the Clark Park Well Project. City Manager John Brewer, City Engineer Ed Anderson and Water Consultant Win Benbow, along with Contractor Kendel Trent met with USDA-Rural representatives Mike Starinsky and Michael Velez on April 10, 2012 to conduct the final inspection. At that time we determined one issue; a slight pump motor vibration was present and needed addressed prior to the final.

Mr. Trent contacted his pump sub-contractor who, as of this writing, was scheduled to come onsite to rebalance the pump motor during the week of April 16-20<sup>th</sup>. As of this writing, that balancing has not occurred. However, we've taken the liberty of preparing this report based on the assurance that the rebalancing will occur prior to the City Council meeting. If it isn't completed prior to the meeting, staff will seek to postpone this Progress Payment and the Notice of Completion.

Upon Council acceptance City Staff will file the Notice of Completion with the Tehama County Clerk and Recorder's Office. The retention amount of \$61,333.78 will be released to Trent Construction after the 35-day required waiting period.

### **BACKGROUND:**

The Clark Park Municipal Water Well Project contract was awarded to Trent Construction of Gerber, CA at the May 24, 2011 Regular City Council Meeting. The new water well is currently under construction at Estil Clark Park located on Fig Lane in Corning.

Funding for this project is provided by FY 11/12 budget line number 384-9275-7420 (Clark Park Water Well/Water Improvements).

**RECOMMENDATION:**

**That the Mayor and Council:**

- 1. Approve Progress Pay Estimate No. 8 (Final) in the amount of \$85,187.95 to Trent Construction,**
- 2. Accept the Notice of Completion, and**
- 3. Authorize the Release of Retention in the Amount of \$61,333.78 for the Clark Park Municipal Water Well Project after the 35-day Waiting Period.**



# Progress Estimate

# Contractor's Application

For Estil Clark						Application #				
Park Project						Eight				
Application						Application Date:				
Period 4-1-12 to 4-30-12						30-Apr-12				
A			B	C	D	E	F		G	
Bid Item No.	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
1	Mob & Demo of eq. site work cleanup, water & mud disposal, complete in place.	Lump sum	\$27,045.00	\$27,045.00	100%	\$27,045.00		\$27,045.00	100.0%	\$0.00
2	Drilling & electric logging test bore, complete in place.	400 lf	\$41.30	\$16,520.00	400	\$16,520.00		\$16,520.00	100.0%	\$0.00
3	Reaming test bore to 2" diameter, complete in place.	400 lf	\$73.16	\$29,264.00	400	\$29,264.00		\$29,264.00	100.0%	\$0.00
4	Furnish & install 14" well screen, complete in place.	300 lf	\$35.20	\$10,560.00	300	\$10,560.00		\$10,560.00	100.0%	\$0.00
5	Furnish & install 14" well screen, complete in place.	100 lf	\$117.60	\$11,760.00	100	\$11,760.00		\$11,760.00	100.0%	\$0.00
6	Furnish & install cement grout sanitary seal including 2" gravel fill pipe, complete in place.	50	\$60.00	\$3,000.00	50	\$3,000.00		\$3,000.00	100.0%	\$0.00
7	Furnish & install continuous pour gravel pack, complete in place.	350 lf	\$29.50	\$10,325.00	350	\$10,325.00		\$10,325.00	100.0%	\$0.00
8	Furnish, install & remove test pump, complete	Lump sum	\$7,200.00	\$7,200.00	100%	\$7,200.00		\$7,200.00	100.0%	\$0.00
9	Operate test pump & dispose of water, complete	24 hrs	\$210.00	\$5,040.00	100%	\$5,040.00		\$5,040.00	100.0%	\$0.00
10	Obtain water sample & provide complete mineral analysis per DPHS requirements, complete	Lump sum	\$1,800.00	\$1,800.00	100%	\$1,800.00		\$1,800.00	100.0%	\$0.00
11	Disinfect & cap well, complete in place.	Lump sum	\$1,320.00	\$1,320.00	100%	\$1,320.00		\$1,320.00	100.0%	\$0.00
12	Abandonment of test bore, if required, complete in place.	Lump sum	\$1,200.00	\$1,200.00	100%	\$1,200.00		\$1,200.00	100.0%	\$0.00
13	Furnish & install a complete pumping unit consisting of 150-HP DWT pump & motor, column, bowls, VFD unit, 1" chlorine injection pipe, sounding pipe, & all related electrical & mechanical controls, piping, chlorinator, & all related misc. work, complete in place.	Lump sum	\$125,410.00	\$125,410.00	100%	\$125,410.00		\$125,410.00	100.0%	\$0.00
14	Furnish & install a 200 KW, Diesel Generator, Auto transfer switch, & all required electrical components complete in place.	Lump sum	\$95,993.00	\$95,993.00	100%	\$95,993.00		\$95,993.00	100.0%	\$0.00

15	Construct slump block building, including electrical. air conditioning, structural, louvers, concrete, mechanical. & all related work, complete in place.	Lump sum	\$143,746.00	\$143,746.00	100%	\$143,746.00	\$143,746.00	100.0%	\$0.00
	Foundation		\$8,969.39						
	Block		\$22,166.69						
	Framing		\$7,056.79						
	Doors & Hardware		\$5,914.15						
	Paint		\$7,540.59						
	Plumbing		\$5,463.79						
	Trench for Electrical		\$2,390.68						
	Electrical		\$60,888.00						
	Trusses		\$918.04						
	Roof		\$4,130.00						
	HVAC		\$18,308.88						
16	Furnish & install 10" PVC, CI.50 water main, complete in place.	\$60.00	\$118.00	\$7,080.00	57	\$7,080.00	\$7,080.00	100%	\$0.00
17	Furnish & install 10" gate valve, w/valve box & concrete collar, complete in place.	1 ea.	\$4,344.00	\$4,344.00	1	\$4,344.00	\$4,344.00	100%	\$0.00
18	Connect 10" PVC to existing 8" PVC with CI tee & fittings, complete in place.	1 ea.	\$3,300.00	\$3,300.00	1	\$3,300.00	\$3,300.00	100%	\$0.00
19	Furnish & install 8" PVC, CI.150 water main, complete in place.	930lf	\$67.30	\$62,589.00	600	\$62,589.00	\$62,589.00	100%	\$0.00
20	Connect new 8" PVC water main to existing 8" PVC water main, complete in place.	4 ea.	\$1,450.00	\$5,800.00	4	\$5,800.00	\$5,800.00	100%	\$0.00
21	Furnish & install 8" gate valve, w/valve box & concrete collar, complete in place.	3 ea.	\$2,870.00	\$8,610.00	3	\$8,610.00	\$8,610.00	100%	\$0.00
22	Culvert crossing on Marguerite Ave. Complete in place.	Lump sum	\$4,328.00	\$4,328.00	100%	\$4,328.00	\$4,328.00	100%	\$0.00
23	Furnish & install 8" double saddle & corporation stop on new 8" PVC water main, complete in place.	8 ea.	\$285.00	\$2,280.00	8	\$2,280.00	\$2,280.00	100%	\$0.00
24	Traffic control, complete	Lump sum	\$3,000.00	\$3,000.00	100%	\$3,000.00	\$3,000.00	100%	\$0.00
25	Prepare, obtain & implement a SWPP from the CRWQCB & pay the permit fee (estimated \$317.00 & install all required drainage protection facilities to comply with the permit requirements, complete in place.	Lump sum	\$2,000.00	\$2,000.00	100%	\$2,000.00	\$2,000.00	100%	\$0.00
26	Furnish & install a 4' x 8' project sign, in accordance with the sign parameters, complete in place.	Lump sum	\$575.00	\$575.00	100%	\$575.00	\$575.00	100%	\$0.00

Contract Amount			\$594,089.00		\$594,089.00		\$594,089.00		\$0.00
Change Order #1		\$7,619.00	\$7,619.00	100%	\$7,619.00		\$7,619.00		\$0.00
Change Order #2									
	Line #1 increase	\$16,511.70	\$16,511.70	100%	\$16,511.70		\$16,511.70	100%	\$0.00
	Line #2 increase	\$8,687.15	\$8,687.15	100%	\$8,687.15		\$8,687.15	100%	\$0.00
	Line #3 increase	\$6,234.15	\$6,234.15	100%	\$6,234.15		\$6,234.15	100%	\$0.00
	Line 4 Decrease (Sv#19)	(\$22,209.00)	(\$22,209.00)	100%	(\$22,209.00)		(\$22,209.00)	100%	\$0.00
	Line 5 Decrease (SV#22)	(\$4,328.00)	(\$4,328.00)	100%	(\$4,328.00)		(\$4,328.00)	100%	\$0.00
Change Order #3		\$6,733.78	\$6,733.78	100%	\$6,733.78		\$6,733.78	100%	\$0.00
New Contract Amount			\$613,337.78		\$613,337.78	\$0.00	\$613,337.78		\$0.00

Recording Requested By: City of Corning	Space Above This Line For Recorder's Use
AND WHEN RECORDED MAIL TO: City of Corning	
(Name) 794 Third Street	
(Street Address) Corning, CA 96021	
(City, State and Zip)	

## NOTICE OF COMPLETION

*(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)*

### NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner or agent of an owner of the interest or estate stated below.
2. The full name of the owner is: City of Corning
3. The full address of the owner is: 794 Third Street, Corning, CA 96021
4. The nature of the interest or estate is: property owned in fee title by the City of Corning
5. A work of improvement on the property hereinafter described was completed on April 24, 2012
6. The work done was: Construction of a new municipal water well, pump building, pump, motor, electrical controls, generator, pipe line installation and all related work.
7. The name of the contractor for such work of improvement is: Trent Construction, 8270 Truckee Ave. Gerber, CA 96035
8. The street address of said property is: 103 E. Fig Lane, Corning, CA 96021.
9. The property on which said work of improvement was completed at: Marguerite Avenue and Estil Clark Park, 103 E. Fig Lane, Corning, CA 96021, consisting of the installation of a new water main on a portion of Marguerite Avenue and the construction of a new municipal well and pump station at 105 E. Fig Lane.

Date: April 25, 2012

Signature of Owner or agent of owner: \_\_\_\_\_  
John L. Brewer, AICP, City Manager

Verification for Non-Individual owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the City Manager of the aforesaid interest or estate in the property described.

In the above notice; that I have read the said notice, that I know and understand the contents thereof and that the facts stated therein are true and correct.

April 25, 2012  
Corning, California  
Date and Place

\_\_\_\_\_  
John L. Brewer, AICP, City Manager